

Sydney Water Customer Contract

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Foreword

Sydney Water provides drinking water, wastewater services and some stormwater services to more than four million people in Sydney, the Illawarra and the Blue Mountains.

For Sydney Water, providing excellent customer service is as important as our other key objectives of protecting the environment, protecting public health and operating as a successful business.

This Customer Contract outlines your rights and obligations as a customer and sets out the minimum standards of customer service that you can expect. It is our service guarantee to our customers.

For more information about Sydney Water and the services we provide visit www.sydneywater.com.au or call us on 13 20 92.

1 Introduction

1.1 Words used in this contract

Some of the words used in this contract have a special meaning. The meanings are set out in the Dictionary in Part 15 at the end of this contract.

1.2 Understanding the contract

There are a number of provisions in Part 15 at the end of this contract that may assist you in interpreting the contract.

2 What is a Customer Contract and who is covered by it

2.1 What is a Customer Contract

This contract is between us, Sydney Water and you, the customer.

This contract provides the terms under which we provide, where available, water supply, sewerage, trade wastewater and stormwater drainage services to you. The contract also sets out rights and obligations including your rights in any dispute with us.

This contract is a legally enforceable document and is a requirement of the Act.

This contract is summarised in a separate document called the customer pamphlet. Copies of this pamphlet are available from us.

2.2 Who is covered by this contract

You are our customer and you are covered by this contract if you are the owner of property within our area of operations that is connected to a water main or sewer main owned by us, except where that connection has not been authorised or approved by us.

You are also our customer and covered by this contract (except parts 3, 6, 10 and clauses 8.1, 8.2 and 8.3.) if:

- you are the owner of property that is within a declared stormwater drainage area; or
- you are liable to pay us an availability charge and we have not exempted you from that charge or waived payment of that charge.

2.3 Other agreements with us

If you have a separate agreement with us (for example a trade waste agreement), this contract will apply so far as it is not inconsistent with that agreement.

We may enter a separate agreement with you for the provision of different levels of service where possible. Before entering a separate agreement with you, we will provide you with an estimate of the costs to supply you with the service requested and advise you if the service that we have agreed to provide is below the standards set out in this contract.

2.4 When does this Customer Contract commence

This contract commences when notified in accordance with the Act. On its commencement this version of the contract replaces any previous contract between you and us.

Any rights and liabilities that have accrued under any previous contract with us are not affected by the commencement of this contract.

3 What services does Sydney Water provide

3.1 Water supply services

3.1.1 Supply of drinking water

We will supply a customer with drinking water to meet a customer's reasonable needs except:

- in the case of planned or unplanned interruptions, under clauses 3.4.2 and 3.4.3;
- in the case of drought under clause 3.4.4;
- where we are entitled to restrict or discontinue supply under clause 6; or
- in the case of events beyond our reasonable control.

3.1.2 Drinking water quality

The drinking water we supply a customer will comply with the health, taste and odour related guidelines provided in the *Australian Drinking Water Guidelines 1996* as specified by NSW Health, and any other taste and odour related guidelines, as required by the Operating Licence.

3.1.3 Drinking water pressure

We will ensure that the drinking water we supply to your property is at a minimum pressure of 15 metre head at the main tap. We consider this to be suitable and adequate for most commercial customers and residential customers.

3.1.4 Supply of recycled water

In addition to being supplied with drinking water, we may supply you with recycled water intended for uses other than drinking, if:

- you have entered a separate agreement with us; or
- your property is within the Rouse Hill Development Area.

The recycled water we supply in the Rouse Hill Development Area will be at a minimum pressure of 15 metres head at the main tap, except as provided in this contract.

In all cases, the quality of recycled water we supply you will at a minimum comply with the relevant guidelines and requirements prescribed by NSW Health, the NSW Environment Protection Authority, the Department of Land and Water Conservation, the Department of Agriculture and other relevant government agencies depending on the intended use of recycled water.

If you are supplied with recycled water, we will give you information on the standard requirements for its safe use at the time we commence supply to you. We are not responsible for your use of recycled water contrary to the information we provide.

3.1.5 Health or special needs

If you require a water supply to operate a life support machine or for other special health needs you should notify us and we will provide a continuous water supply to meet your reasonable health needs.

We will also minimise the inconvenience to you, by contacting you in advance of any planned interruption or as soon as possible in the event of an unplanned interruption.

3.2 Sewerage services

3.2.1 Supply of sewerage service

If your property is connected to our sewer system, we will supply you with sewerage services to meet a customer's reasonable needs for the discharge of domestic sewage except:

- where we are entitled to discontinue supply under clause 6; or
- in the case of planned interruptions and unplanned interruptions, under clauses 3.4.2 and 3.4.3; or
- in the case of events beyond our reasonable control.

3.2.2 Sewage overflow

We will make every reasonable effort to minimise the incidence of sewage spills on your property due to a failure of our sewer system.

If there is a sewage spill on your property due to the failure of our sewer system, we will ensure that:

- inconvenience and damage to you is minimised;
- the affected area is suitably and promptly cleaned up at our cost and in such a manner to ensure to minimise the risk to human health; and
- any rebates due to you under clauses 7.2 and 7.3 are paid.

3.2.3 Blockage of your sewer system

If a sewer becomes blocked, you are aware of the blockage and you suspect that it is a blockage in our system, you should notify us.

If the blockage occurs in our sewer system we will clear the blockage at our cost. You may be liable to pay to the extent you have contributed to the blockage.

If the blockage occurs in your sewer system, you are responsible for arranging the blockage to be cleared by a licensed plumber or drainer.

3.2.4 Trade waste

You may discharge trade wastewater into our sewer system only if you have obtained our written permission and entered into an agreement with us.

We will give you our written permission and enter into an agreement with you only if we are able to accept, transport and process trade wastewater that you discharge in full compliance with applicable safety and environmental laws, the Operating Licence and the Act.

You can contact us to obtain further information on the guidelines and standards for a trade waste permission.

3.3 Stormwater drainage services

We will provide you with a service for the transportation of stormwater through stormwater drainage systems under our control if your property is within a declared stormwater drainage area.

If your property is within a declared stormwater drainage area we will charge you the fee for this service set by the Independent Pricing and Regulatory Tribunal of NSW.

Maps are available from us for inspection to assist in determining whether your land is within a declared stormwater drainage area.

We will write to you if an area is declared a stormwater drainage area and it affects your property.

3.4 Factors affecting service

3.4.1 Repairs and maintenance

If we undertake any work on or adjacent to your property, we will have the affected area and immediate surrounds as near as possible to the state which existed prior to the works being undertaken, unless we have agreed to a different arrangement with you.

3.4.2 Unplanned interruptions

If there is an unplanned interruption to your water supply service or sewerage service, we will minimise the inconvenience to you by:

- restoring the service as quickly as possible;
- providing as much information as practicable on a 24 hour emergency telephone service (see clause 11.3). The telephone service will advise you how long the interruption is likely to last, and how to obtain supplies of water, where applicable;

- providing access to emergency supplies of water where reasonably practicable and necessary having regard to the particular circumstances.

3.4.3 Planned interruptions

We may need to arrange planned interruptions to your water supply services and sewerage services to allow for planned or regular maintenance of our sewer system or water system.

We will inform you in writing, of the time and duration of any planned interruption, at least two days in advance if you are a residential customer, and seven days in advance if you are a commercial customer unless, you agree to another period.

We will use our best endeavours to ensure the planned interruption is no longer than five hours in one continuous period.

3.4.4 Restrictions in drought

If a drought is declared we may interrupt, limit or place restrictions on the supply of our water supply services to you during or on the approach of a drought. You must comply with our supply conditions during this time.

We will publish, in major newspapers throughout our Area of Operation, our drought supply conditions. These may include:

- restrictions on the use of water, including the purpose for which water may be used; and
- a variation of charges consistent with the Act and Operating Licence; and
- other conditions that we consider appropriate, including the period or likely period of restrictions or limitations on supply and usage of water.

We will also make every reasonable effort to notify you in your next account of drought supply conditions.

4 What you pay

4.1 Responsibility to pay the account

You must pay us the amount of your account by the date specified, unless you have been overcharged or undercharged - see clauses 4.5 and 4.6.

4.2 Publication of charges

We will publish, and provide you up to date information on our charging policies and current charges. This information will be provided to you on request free of charge.

4.3 Concessions

You are eligible for a government funded pension concession if you hold one of the recognised pensioner concession cards. You must apply to us for the concession and establish your eligibility.

If you are eligible, we will ensure that the concession is granted from the commencement of the next quarterly charging period after which your application for a concession was lodged.

To obtain information on whether you are eligible, contact us. On request, information about concessions will be provided in languages other than English.

4.4 Your account

4.4.1 When will your account be sent

We will issue you an account for the services that we provide. Residential customers will be sent an account on a quarterly basis, unless otherwise agreed.

Commercial customers with high water usage and sewage disposal may be sent an account on a monthly basis.

We will provide a printed statement of all outstanding amounts for the previous 12 months at any time on request, free of charge.

4.4.2 What information is on your account

We will ensure that your account contains details of:

- the account period to which it applies;
- the total amount due;
- the usage and service fees;
- other fees and charges payable;
- the date payment is due;

- your postal address and account number;
- the address of the property at which the charges in the account have been incurred;
- options for the method of payment;
- a comparison of your water usage where available;
- contact telephone numbers for account enquiries, emergency services, and TTY services;
- the payment assistance available.

4.4.3 How accounts are sent

We will send your account to the postal address you nominate.

If you do not nominate a postal address, the account will be sent to:

- the property to which the services are available or provided; or
- your last known postal address.

On your request we may send your account electronically (such as by facsimile transmission, or another electronic means of communication).

Your account will be considered delivered to you if it is sent by one of these means.

4.4.4 How payment can be made

We will provide the following payment methods and may, at our discretion, offer additional methods:

- in person;
- by mail;
- by direct debit;
- via the Internet.

4.4.5 Overdue account balances

We may charge you interest on overdue account balances at the rate applicable under s95(1) of the *Supreme Court Act 1970*, or other applicable fees.

4.5 Undercharging

If your account is less than what you are required to pay us (that is, we have undercharged you) as a result of our error, we may adjust your next account to charge the undercharged amount as a separate item.

If the undercharging is due to your providing false information or there has been an unauthorised connection or you have breached this contract or Act, you must pay the correct amount on request. We will state the amount to be paid as a separate item in your next account.

4.6 Overcharging

If your account is greater than what you are required to pay us (that is, we have overcharged you) due to our error, we will refund the amount of the overpayment by crediting your next account after we become aware of the error.

4.7 Account disputes

If there is an unresolved dispute concerning an amount of money to be paid by you, we will not seek the amount from you until the dispute has been resolved in our favour.

4.8 How prices are determined

We may vary charges from time to time, but only in accordance with our Operating Licence, the Act and the maximum prices and methodologies determined by the Independent Pricing and Regulatory Tribunal of NSW.

4.9 Notification of price variations

We will notify you in writing of any variations to our charges. The variation will commence on:

- the date of your next account, or
- the next meter reading period in the case of variations in usage charges; or
- any other date we nominate after we have notified you of the change.

4.10 Other costs and charges

4.10.1 Dishonoured or declined payments

If payment of your account is dishonoured or declined, we may charge you the administrative fee set by the Independent Pricing and Regulatory Tribunal of NSW.

4.10.2 Installation and connection of service costs

You must pay the installation costs of a connection from your property to our water system or our sewer system.

Connection to our water system or sewer system must be approved by us and comply with the conditions we set to ensure the safe and reliable supply of services. The connection must be undertaken by a licensed plumber or drainer and in accordance with plumbing, drainage or other regulations or standards that may apply.

4.10.3 Charges for other matters

We may charge you a fee for any other services you request from us. You should contact us for further details of any ancillary service charges.

We may also charge you other fees, charges and amounts where we are entitled to do so under the Act.

5 What can I do if I am unable to pay my account

5.1 Payment difficulties

If you are experiencing financial hardship you should contact us and we will provide you with information about the schemes available to assist you. All reasonable effort will be taken by us to provide assistance to you.

If you are experiencing financial hardship, you have the right to:

- be treated sensitively on a case by case basis, by us;
- receive information from us on alternative payment arrangements;
- negotiate an amount you can afford to pay us on an agreed instalment plan;
- receive information from us about an accredited welfare agency for payment assistance;
- access the services of a language interpreter, if required, at no cost to you.

5.2 Account relief

If you are experiencing financial hardship we will offer you one of the following types of payment arrangement:

- an agreed instalment plan that is consistent with your capacity to make some form of regular payment;
- deferment of payment for a short period of time;
- access to a 'flexipay' card that allows payment of smaller, regular amounts, which may fit better with your income cycle;
- acceptance of one or more payment assistance scheme vouchers issued by an accredited welfare agency.

Commercial customers may be offered short term payment arrangements based on reasonable commercial considerations and market conditions.

If you enter into a payment arrangement with us and comply with it we will not take any legal action to enforce the debt or disconnection or restriction of the supply of water to your property.

Upon request we will confirm an instalment plan in writing.

6 Disconnection or restriction of water and sewerage services

6.1 Disconnection or restriction of supply for non-payment

If you fail to pay your account by the due date and have failed to make alternative arrangements for payment, we may disconnect or restrict the supply of water to your property in accordance with clauses 6.2 to 6.7 and our Code of Practice on Debt and Disconnection.

We will not take action to restrict the supply of water to your property, until we have provided you with notices under clause 6.2.

6.2 Notice of disconnection or restriction of supply of water

If you fail to pay your account by the due date we will send you a reminder notice. The reminder notice will:

- state that payment is immediately due;
- state that you should contact us if you are having difficulty making payment; and
- provide you with an explanation of alternative payment options.

If you fail to comply with the reminder notice, we will send you an 'outstanding debt' notice advising you that:

- your account is significantly overdue;
- you must pay the account within seven days otherwise we may take action to restrict or disconnect the supply of water to your property or legal action to recover the amount outstanding; and
- you may incur additional costs relating to us taking legal action to recover the amount outstanding.

If you fail to pay or make alternative arrangements to pay within the required seven days of receiving our 'outstanding debt' notice, we will send you a final notice which states that:

- you must pay your account within 48 hours; and
- the supply of water to your property may be restricted or disconnected without further notice.

We may restrict or disconnect the supply of water to you if:

- at least 48 hours have elapsed since we issued the final notice; and
- we have attempted to make further contact with you about the non-payment by means of a telephone call, mail, or visit.

The notices referred to in this clause will be sent to you in the same manner in which accounts are sent to you under clause 4.4.3.

6.3 Disconnection or restriction for other reasons

We may also disconnect or restrict the supply of water to your property in the following circumstances:

- if private works for the supply of water or sewerage to your property have not been authorised or do not comply with applicable laws;
- you have breached this contract, the Act, the Operating Licence or other agreement with us, concerning the use or taking of water;
- you discharge trade wastewater into our sewer system without a trade waste agreement with us;
- if a serious health or environmental risk is posed by the discharge of chemicals into our sewer system;
- if you have not installed a backflow prevention device prior to being connected to our water system;
- you use your recycled water in a manner inconsistent with its intended purpose or in a manner contrary to the information we provide on its safe use;
- where we are entitled or required to restrict or to discontinue supply by direction of the Minister or under an applicable law.

6.4 Minimum flow rate during restriction

If we restrict the supply of water to you, we will provide a flow sufficient for health and hygiene purposes. If you believe that the restriction will cause a health hazard you should contact us and we will consider increasing the flow.

6.5 Limitations on disconnection or restriction

Under no circumstances will we restrict or disconnect the supply of water to your property:

- without giving you the notices under clause 6.2;
- if you registered with us in accordance with clause 3.1.5 that you need water for a life support machine or for other special health needs;
- if there is an unresolved dispute as to the amount owing;
- if you are experiencing financial hardship and have entered into a payment assistance arrangement with us and you are complying with those arrangements;
- you have notified us that you have sought assistance from a welfare agency and that assistance is imminent;
- on a Friday, weekend, public holiday or after 3pm on a weekday.

We will not disconnect a residential property for non-payment and will not restrict the supply of water without first making a reasonable attempt to:

- provide reasonable notice to the occupier of the property that we intend to restrict the supply;
- provide the occupier with information on our Code of Practice on Debt and Disconnection;
- advise the occupier that in some circumstances the Act permits a tenant to pay outstanding charges and deduct them from rents otherwise payable;
- provide the occupier reasonable opportunity to pay the account.

6.6 Disconnection by a customer

You may disconnect your property from our sewer system or our water system provided that:

- you have complied with all applicable health, environmental and local council regulatory requirements;
- you have given us information we may reasonably require;
- you have given us 10 days written notice; and
- the disconnection is undertaken by a licensed plumber or drainer and conducted in accordance with plumbing, drainage or other regulations or standards that may apply.

On disconnecting your property, we may continue to charge you a service availability charge. You may apply to us to be exempted from this charge.

6.7 Restoration of supply after restriction or disconnection

When the reason for the disconnection or restriction of the supply of water no longer exists or if there is mutual agreement to restore supply, we will restore your supply:

- on the same day, if you pay or we agree to other arrangements before 3pm on any business day;
- on the next business day if you pay or we agree to other arrangements after 3pm.

When the conditions for restoration are met after 3pm, we may restore supply on the same day but you may be asked to pay an after hours reconnection fee.

7 Redress

7.1 Notification

If you notify us of a failure by us to comply with this contract or our activities result in inconvenience, damage or loss to you or your property we will promptly advise you of:

- your right to a rebate under clauses 7.2 or 7.3;
- redress options available under clause 7.4;
- how we may rectify your problem; and
- how to seek compensation from us under clause 7.5.

If your property is in an area that experiences recurring sewerage service overflows or interruptions due to a lack of capacity in our sewer system we will provide you with written information on redress at least annually.

7.2 Rebates

We will provide a rebate to you, for an occurrence of the following:

- **Planned interruption**

Where your water and/or sewerage services are interrupted for a period of longer than five hours and we have provided you the notice required under clause 3.4.3, you are entitled to an automatic rebate of 10 per cent of your quarterly water and /or sewerage service charge, subject to a minimum payment of \$10. You will be eligible for this rebate for each and every event that you experience.

- **Unplanned interruption**

Where your water and/or sewerage services are interrupted for a period of longer than one hour and we have not provided you the notice required under clause 3.4.3, you are entitled to an automatic rebate of 10 per cent of your quarterly water and/or sewerage service charge subject to a minimum payment of \$10. You will be eligible for this rebate for each and every event that you experience.

- **Low water pressure**

Where your water pressure is below 15 metres head at a main tap for a continuous period of 15 minutes, you will be eligible for a rebate of 10 per cent of your quarterly water service charge, subject to a minimum payment of \$10. This rebate will be payable for one event each quarter. A rebate will be granted automatically when you are identified through our monitoring.

- **Sewage overflow**

If you experience a sewage overflow on your property due to a failure of our sewerage system, you are entitled to a rebate of 10 per cent of your quarterly sewerage service charge, subject to a minimum payment of \$20. If you experience more than one event in a six month period, the rebate outlined in clause 7.3 will apply.

- **Dirty Water**

If you are not provided with clean water suitable for normal domestic purposes, you may be entitled to a rebate of \$10 or twice the value of the average maximum daily consumption of your property, whichever is greater.

If the cause of the problem is identified in your water system the rebate will not apply.

- **Boil Water Alert**

If NSW Health issues a 'boil water alert' due to contamination of drinking water caused by us, you are entitled to a rebate of \$15.

We will pay the rebate in your next account where possible.

7.3 Rebates for recurring sewerage service disruption or internal overflows

If you experience more than one sewerage service disruption or internal sewage overflow on your property in any six month period due to capacity constraints in our system, you will be entitled to a rebate after the second event equal to the whole sewerage service charge for the next four quarters.

We may enter into an agreement with you to rebate part of your sewerage service charge where the sewerage service discontinuity or recurring internal sewerage overflow is due to faults in both our sewer system and your sewer system.

7.4 Redress

In addition to our obligation to pay a rebate under clauses 7.2 and 7.3, we may provide one of the following forms of redress:

- reinstatement;
- repair;
- rectification;
- construction of works;
- providing alternative supplies of water;
- emergency accommodation;
- payment for damages as set out in clause 7.5.

If you are unsatisfied with the form of redress we provide you, you may request additional redress from us. We will consider your request in accordance with the timeframes in clause 12.1 as if your request were a complaint.

7.5 Claim for damages

In the event of loss or damage to you or your property as a result of our activities or our failure to comply with this contract, the Operating Licence or Act, we may compensate you for any loss suffered.

A claim for damages must be in writing and must specify the nature of the problem and the type of compensation sought.

We will advise you within five working days of receiving your claim of:

- how we or our insurers will investigate the claim;
- a proposed response time for a representative of us or our insurers to visit your property (if required) and to make a decision;
- the name and contact details of the representative of our insurers or us who is able to advise you of the progress of your claim.

You will be provided with an assessment of your claim, in writing, within the time indicated. The written assessment will outline the reasons for the decision and the type of compensation to be provided, if any.

If you are not satisfied with our decision, you have the right to seek review of your claim under clause 12.2 or you may seek an external review under clause 12.4.

7.6 Limitation of liability

The only promises we make about the goods and services we provide under this contract, and the only conditions and warranties included in this contract are:

- those set out in this document; and
- those that the law (for example, the *Trade Practices Act 1974*) say are included.

However, where we are liable to you because of a breach of a condition or warranty that the law says is included in this contract, our liability is to the extent permitted by law, limited to:

- replacing the goods and services to which the breach relates; or
- at our option, paying you the cost of replacing those goods, or having the services supplied again.

The limitation of our liability does not affect rights you have under a law that applies to us that says we cannot exclude or limit our liability.

8 Responsibilities for maintenance

8.1 Water pipes

If you are a property owner, you own and are responsible for maintaining all of the pipes and fittings between our water system and the buildings and/or taps on your property. This is referred to as your water system.

As a property owner, you are responsible for any damage caused by a failure of your water system.

Upon notification of a failure, we will, as a service to you, repair your water system between our water system and the water meter. If the water meter lies more than one metre along the pipe inside your property, we will provide this service up to one metre inside the property boundary. If there is no water meter, we will repair your water system up to one metre within your property boundary closest to our water main. Your property includes any easement within which your meter or private service may be situated.

If you prefer that we do not repair a failure in your water system, you must have the fault repaired by a licensed plumber in accordance with the plumbing, drainage or other regulations or standards that may apply.

We are not responsible for the repair of:

- illegal services and water services installed contrary to our requirements;
- fire services;
- backflow prevention devices on non-residential properties;
- water services connecting to privately owned water mains such as in some Community Title subdivisions or shared private services;
- faults caused by your wilful or negligent damage.

We will also not meet the costs of installing new private services or modifying, upsizing or relocating existing private services.

8.2 Your sewer system

You are responsible for maintaining all sewer pipes and fittings between your property and the connection with our sewer system. This is referred to as your sewer system. The point of connection with our sewer system may be outside your property. If you do not know where the point of connection is, you should contact us.

8.3 Joint private water or sewer service

If you share a private joint water or sewer service you are responsible for the cost of its maintenance. The apportionment of costs incurred in its maintenance is a matter between you and others who share it.

8.4 Conserving water

You may install water efficient plumbing fixtures, appliances and equipment as recommended under the Water Conservation Rating and Labelling Scheme.

You may install water saving devices, for example:

- that collect and use rainwater for your own use provided that the water tanks are not directly connected to our water system. This is to avoid the risk of backflow contamination of your drinking water;
- a composting toilet that does not require connection to our water system or our sewerage system.

Health, environmental and local council requirements must be complied with when installing water saving devices and approval may be required from your local council.

On request, we will provide you information on how to conserve water.

8.5 Defective work

If we become aware of the presence of any defective or unauthorised work to your water system or your sewer system or stormwater drainage service that in our opinion is reasonably likely to significantly impact on the effective operation of our water system or sewer system, we may serve a notice on you requiring you to remedy the defective or unauthorised work within 24 hours.

If the defective or unauthorised work is unlikely to significantly impact on the effective operation of our water system or our sewer system, we will give you reasonable notice requiring you to remedy the defective or unauthorised work.

If you do not comply with the notice, we may undertake to remedy the defective or unauthorised work. You may be charged the cost incurred by us in undertaking this work.

8.6 Giving notice of system failures

You should inform us if you become aware of any failure of our water system or our sewer system. If you notify us of an interruption to your supply or a burst or leak in our system, we will ensure that the problem is attended to as soon as practicable.

8.7 Building work

You must not undertake building, landscaping or construction work which may interfere with or obstruct access to our water system or our sewer system without first obtaining our consent.

8.8 Altering and unauthorised connection or use

You must not:

- wrongfully take, use or divert any water supplied by us; or
- wrongfully interfere with the operation of a meter or prevent a meter from registering the quantity of water supplied by us; or
- wrongfully discharge any substance into a system owned by us.

You must obtain our consent before carrying out any activity that may cause destruction of, damage to, or interference with, our water system or our sewer system.

8.9 Removal of trees

If a tree on your property is obstructing or damaging our water system or our sewer system, or is reasonably likely to do so, we may require the removal of the tree at your cost.

We will give you 14 days notice in writing requiring you to remove the tree. You may with our consent and at your cost, take steps to eliminate the cause of damage or interference to our water system or our sewer system, without removing the tree.

We will reimburse you for reasonable expenses incurred in removing the tree if:

- you could not have reasonably known that the planting of the tree would result in the damage or interference; or
- an easement did not exist in favour of our system when the tree was planted.

If you fail to comply with the notice to remove the tree, by the specified date, then we may remove the tree and recover the costs of removal from you.

We cannot require a tree to be removed that is the subject of a protection or conservation order under the *Heritage Act 1977*, or the *National Parks and Wildlife Act 1974*, local council regulation or any applicable law.

9 Entry onto a customer's property for maintenance

9.1 Access to Sydney Water's system

You must ensure that we have safe access to your property, at all reasonable times during daylight hours to:

- maintain our water system and our sewer system; or
- to ensure that this Customer Contract, the Operating Licence or the Act is being complied with; or
- for other purposes set out in the Act or other applicable laws.

In case of an emergency we may require entry outside of daylight hours.

9.2 Identification

When we enter your property, our employees or contractors will carry identification that will be shown to you (or to any person present at the time of access).

9.3 Notice of access

We will give you, or the occupier of your property, two days written notice specifying the date, and approximate time of our entry onto your property, unless you agree to a shorter notice period.

We will not give you written notice in cases where:

- entry is required urgently; or
- the purpose is to read or exchange a meter; or
- giving notice would defeat the purposes of entry.

9.4 Impact on customer's property

If we enter your property we will ensure that we:

- cause as little disruption or inconvenience as possible;
- remove all rubbish and equipment we have brought on to the property;
- unless otherwise agreed, leave the property, as near as possible, in the condition which it was found.

You are entitled to compensation under the Act for damage incurred by our entering your property.

10 Water meter installation, testing and maintenance

10.1 Measuring water supplied

Unless we otherwise agree, a meter will measure the quantity of water that we supply you. You will be charged for the quantity of water measured by the water meter, unless the meter is faulty and we are required to adjust what we charge you under clause 10.3.

If a meter is stopped or damaged, an estimated consumption will be calculated on a basis which is representative of your consumption pattern.

Where no satisfactory basis exists to adjust a usage charge, we will negotiate with you a mutually agreeable adjustment of charges based on an estimated reading.

10.2 Water meter installation and maintenance

We will supply you with a meter of our choice unless otherwise agreed. A backflow prevention device of a type approved by us may be required to be fitted to the outlet of the meter. You are required to pay for the meter's installation and ensure that it is installed either by us or a licensed plumber.

The installed meter remains our property and we will maintain it.

We may charge you for the cost of repair or replacement of the meter if it is wilfully or negligently damaged by you.

We may charge you an unmetered service charge, if there is no meter or other instrument measuring the supply of water to your property.

10.3 Meter testing

If you consider that the meter is not accurately recording water passing through it, you may request that we test it. We will advise you of the meter reading results and make available a written report on your request.

You will be responsible for the costs of the test if the meter is shown to be accurate.

If the test shows that the meter is over recording, by more than three per cent of the actual quantity of water passing through it, we will:

- repair or replace the meter;
- refund any charge paid by you for the test; and
- adjust your account by calculating the measurement error on a basis which is representative of your consumption pattern.

We will endeavour to provide an actual meter reading once every 12 months, inclusive of meter readings taken by you on our behalf.

10.4 Access to the water meter

We may enter your property without notice for the purposes of reading, testing, inspection, maintenance and replacement of the meter.

You must ensure that the meter is reasonably accessible to us.

If you have not provided reasonable access to your meter, we may bill you on an estimate of your usage and may also recover the cost of the attempted meter reading.

If you have not provided reasonable access to the meter for a reading on two or more occasions, we may:

- relocate the meter;
- seek access at a time suitable to you, which may incur an additional fee; or
- make other arrangements with you.

If you cannot provide reasonable access for reading the meter on an ongoing basis and we cannot come to a mutually acceptable solution, we may treat your property as unmetered and may charge you an unmetered service charge. The charging for an unmetered service charge does not affect our right to address meter access issues at any subsequent time.

10.5 Meter replacement

We will replace the meter at no cost to you if the meter:

- is found to be defective;
- if it can no longer be reasonably maintained; or
- is replaced as part of a meter replacement program.

We will attempt to notify you at the time of replacement and advise you that a new meter has been installed. A mutually acceptable time will be negotiated with commercial customers for the replacement of meters.

11 Who can I speak to if I have any questions or want to make enquiries

11.1 Telephone enquiries

If you have a telephone enquiry, relating to an account, payment options, concession entitlements or other information about our services, you may contact us during hours of 8.30 am to 5.30 pm, Monday to Friday.

Our contact phone number is provided on your account, in the customer pamphlet, and in the telephone directory.

If your enquiry cannot be answered immediately, we will provide a response to your enquiry within five working days of receiving it.

11.2 Written enquiries

You can also write, or send a fax, or email us.

Written enquiries should be sent to: Sydney Water, PO Box A53, Sydney South NSW 1232.

We have an Internet site (www.sydneywater.com.au) where you may find the answer to your enquiries.

We will reply to your written enquiry within five working days of receiving it by mail, where your matter cannot be responded to sooner by telephone or face-to-face contact.

11.3 Emergency assistance

In the event of a burst water main near your property or sewer overflow or unplanned interruption to supply or water quality or water pressure problems, we provide a 24 hour emergency telephone service.

Emergency phone numbers are listed on your account, in the customer pamphlet, and in the telephone directory.

11.4 Interpreter and TTY Service

We provide an interpreter service for people from non-English speaking backgrounds and a TTY service for the hearing impaired at our cost.

12 If I am unhappy with the service provided by Sydney Water what can I do

12.1 Customer complaints

If you have a complaint about our service or our compliance with this contract, the Act or Operating Licence, you should first contact us, either by telephone, in person or by writing to us.

We will address your complaint promptly by providing:

- a face-to-face or telephone response within two working days where you have made a face-to-face or telephone contact and the matter cannot be dealt with immediately; or
- a written response within five working days where you have made a written complaint and the matter cannot be responded to sooner by telephone or face-to-face contact.

Our response will provide reasons for our decision and the name of the contact person for follow up enquiries if you are not satisfied.

If your complaint cannot be resolved within these timeframes, our response will advise you of our strategy of action and/or identify when the action will be taken and the name of the contact person if you are not satisfied.

12.2 Complaints review

If you are not satisfied with the solution offered or action taken by us, you may have the complaint reviewed by a Manager.

The Manager will:

- clarify your complaint and the outcome sought;
- ensure that the matter has been properly investigated;
- advise you of the estimated timeframe for our proposed action;
- communicate to you our final decision;
- outline the relevant facts and regulatory requirements where appropriate;
- indicate what we will do to address the issue;
- notify you of your rights to external review, if you are still not satisfied with our decision.

12.3 Resolution of disputes

12.3.1 When a dispute is considered resolved

A dispute will be considered finalised if we provide you with a substantive response which:

- resolves the dispute to your satisfaction or indicates how the dispute will be resolved to your satisfaction;
- provides an explanation of the relevant policy and/or regulatory requirements and why no further action is proposed in relation to the dispute; or
- provides a date when the issue will be resolved if the complaint relates to future planned operational or capital work; and
- 28 working days have passed since receiving our response and you have not sought a further review by us or lodged a claim in an external dispute resolution forum.

We will extend the 28 working days by a reasonable period if:

- within those 28 days you have requested an extension; or
- after the 28 days you demonstrate that, because of special circumstances, you were unable to seek an extension within the 28 days.

Where a further communication from you or your representative is received, this shall be regarded as a new enquiry or complaint.

12.4 External dispute resolution

You have the right to seek external resolution of a dispute that has not been resolved by us to your satisfaction.

12.4.1 The Energy and Water Ombudsman

You have the right to refer a complaint or dispute arising under this contract to the Energy and Water Ombudsman (EWON).

EWON is an independent dispute resolution body that can investigate and resolve many disputes you have with us under this contract.

Disputes that may be referred to EWON include disputes about: supply of service, your account, credit or payment services, restriction or disconnection. Full details are available from EWON.

EWON's services are available to you without cost.

You may choose whether or not to accept EWON's decision. If you decide to accept it, then it will be final and binding on us.

12.4.2 The Fair Trading Tribunal

The Fair Trading Tribunal may hear and determine consumer claims relating to services supplied by us under this contract.

12.4.3 Other legal avenues

You may also have recourse to the courts.

13 Consultation, information and privacy

13.1 Involving customers in service planning

We have established Customer Councils to enable community involvement on issues relevant to our programs, services and decision-making processes.

Further information on the role and functions of Customer Councils may be obtained by contacting us.

13.2 Provision of information

We will respond in a timely and open manner to requests for information consistent with normal commercial practices and the *Freedom of Information Act 1989*.

13.3 Privacy

We will treat your personal information according to the provisions of the *NSW Privacy and Personal Information Act 1998*.

14 When does my Customer Contract with Sydney Water terminate

14.1 Termination of this contract

This contract will terminate between us and you if you cease to be covered by this contract as described in clause 2.2.

The termination of this contract does not affect any rights or obligations of you or us that accrue prior to termination.

14.2 Variation of this contract

We may also vary this contract as permitted by the Act.

Section 59 of the Act provides that a variation of the Customer Contract must be published in a daily newspaper circulating in the Area of Operation at least six months before the variation becomes effective, or a shorter period of notice approved by the Minister. A copy of the notice must also be given to the Customer. This requirement to give notice of variations to the terms of the contract, does not apply to variations in charges and fees made in accordance with a determination of IPART.

Variations to this contract will be available on our website, on the Internet for downloading free of charge and from our offices for access or collection, also free of charge.

15 Dictionary and interpretation

15.1 Dictionary

Act	<i>Sydney Water Act 1994</i> and any regulations in force under it
Area of operation	the areas of operations specified in section 10(1) of the Act, and described in Schedule 2 of the Operating Licence
Availability charge	a charge for access, rather than use of our sewerage or water service, where the land concerned is reasonably available for connection, as specified in section 64 of the <i>Sydney Water Act 1994</i>
Charging period	any period for which your account was calculated
Commercial customer	a customer who is not a residential customer
Customer	is defined in clause 2.2
Customer Council	a Customer Council established by us under section 15 of the Act and clause 5.4 of the Operating Licence
Complaint	any communication received from you, a consumer or a representative of a consumer, which expresses dissatisfaction with a product, service or disservice of Sydney Water or its representatives, that relates to our obligations as set out in this contract, the Act, or our Operating Licence
Disconnection	the stopping (either temporarily or permanently) of our supply of services to your property
Dispute	a disagreement between Sydney Water and a customer or consumer which is not frivolous or vexatious
Drought	a prolonged period of low rainfall resulting in an actual or potential water shortage
Enquiry	a written or verbal approach by a customer which can be satisfied by providing written or verbal information, advice, assistance, clarification, explanation or referral about a matter

Financial hardship	a situation where a customer desires to pay an account, but is unable to pay all or some of the account or is unable to pay by the due date
Main tap	is the point of connection of your water system to our main
Maintenance	includes repairs and replacement, and where relevant testing and inspection
Operating Licence	the licence granted to us under section 12 of the Act
Our water service	the services we are permitted to provide by the Operating Licence and any applicable law in respect to storing and supplying water
Our sewer service	the services we are permitted to provide by the Operating Licence and any applicable law in respect to <ul style="list-style-type: none"> • providing sewerage services; and • disposing of wastewater.
Our water system	the water mains, pipes, treatment plants and other equipment which we must provide, manage, operate and maintain under the Act to supply and store water.
Our sewer system	the sewer mains, pipes and treatment plants and other equipment which we must provide, manage, operate and maintain under the Act to provide sewerage services and disposal of wastewater
Payment assistance arrangement	means any of the types of assistance described in clause 5.2
Personal information	any information held by us that relates to the supply of services by us, where your individual identity is apparent or can be reasonably ascertained from the information
Planned interruption	an interruption initiated by us to allow maintenance to be undertaken of which notice has been given to you
Private joint water service	a private joint water service exists where two or more properties share the same private water pipes. Private joint water services have one connection to the water main, then extend through each property's plumbing fixtures. Customers with a private joint

	water service share and own the service in common with each property owner, and are jointly responsible for its condition.
Property	any real property that is connected to, or for which a connection is available to, our water supply system or our sewerage system or is within a declared stormwater drainage area.
Recycled water	water that is not suitable for drinking at the time of supply by us
Residential customer	<p>a customer who:</p> <ul style="list-style-type: none"> (a) owns real property which is used as a principal place of residence; or (b) owns real property used for public cemeteries, common gardens or public reserves on which the carrying on of a trade or business is prohibited.
Restriction	a direct intervention in the supply system by Sydney Water in order to reduce flow to a customer's property
Sewage	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
Sewage overflow	a discharge of untreated or partially treated sewage from our sewer system. These overflows may occur in wet or dry weather.
Trade wastewater	any liquid, and any substances contained in it, which may be produced at the premises in an industrial or commercial activity, and any vehicle transporting wastewater, including septic effluent and wastewater from ships and boats. Trade wastewater does not include domestic wastewater from premises connected to Sydney Water's sewer. The term trade wastewater as used in this document includes run off from contaminated open areas
Unplanned interruption	an interruption which is caused by a fault in our water system or a fault which is our maintenance responsibility and no notice has been given to you
Your sewer system	is defined in clause 8.2
Your water system	is defined in clause 8.1

You or your

our customer

We, our or us

Sydney Water Corporation, established under the Act, including its officers, employees, agents and contractors

15.2 Interpretation

A person includes an individual, a body corporate, an unincorporated body or other entity.

The law includes legislation, regulations, licences, orders, mandatory codes, permits and directions.

A working day is a day other than a Saturday, Sunday or public holiday in New South Wales.

The singular includes the plural and vice versa.

If there is any inconsistency between this contract and any law, the law will prevail to the extent of the inconsistency.

The reference to document, instrument or law includes any amendments, revisions, renewals or reprints from time to time.

Where a word is defined, any other grammatical form of that word has a corresponding meaning.