

A photograph of the Sydney city skyline at sunset. The water in the foreground reflects the buildings and the sky. The sun is low on the horizon, creating a warm orange glow. The Sydney Tower Eye is prominent in the center, with its top illuminated. Other buildings like Allianz and IBM are visible. The text 'Operating Licence 2015-2020' is overlaid on the bottom right of the image.

Operating Licence

2015-2020

Independent Pricing and Regulatory Tribunal of New South Wales

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01 Licence and Licence authorisation

1.1 Objective of this Licence

- 1.1.1 The objective of this Licence is to enable and require Sydney Water to provide the Services within its Area of Operations. Consistent with this objective, this Licence requires Sydney Water to:
- meet the objectives and other requirements imposed on it in the Act and other applicable laws;
 - comply with the quality and performance standards specified in this Licence;
 - recognise the rights given to Customers and Consumers; and
 - be subject to Operational Audits.

1.2 Licence authorisation

- 1.2.1 This Licence is granted to enable and require Sydney Water to provide, construct, operate, manage and maintain efficient, co-ordinated and commercially viable systems for providing the Services within the Area of Operations.

1.3 Stormwater Drainage System

- 1.3.1 Sydney Water must provide, operate, manage and maintain a Stormwater Drainage System as described in section 14(1)(b) of the Act, except to the extent that the Minister is satisfied under sections 14(4) and 14(5) of the Act that satisfactory arrangements have been made for the applicable Service to be provided by another appropriate body, including a council (within the meaning of the *Local Government Act 1993* (NSW)).
- 1.3.2 Sydney Water may provide, construct, operate, manage and maintain efficient, co-ordinated and commercially viable Stormwater Drainage Systems and Services within the Area of Operations including for the purpose of increasing the capacity of the Stormwater Drainage System included in the business undertaking (referred to in Part 3 of the Act) transferred under Part 3 of the Act from the Water Board to Sydney Water as at the date of the transfer of the business undertaking.

1.4 Term of this Licence

- 1.4.1 The term of this Licence is five years from the Commencement Date.

[Note: the Commencement Date is 1 July 2015, which means that the term of this Licence will end on 30 June 2020.]

Licence and Licence authorisation

1.5 Licence amendment

1.5.1 Subject to the Act and clause 1.5.2, this Licence may be amended by the Governor by notice in the *New South Wales Government Gazette*.

1.5.2 Before notice of a proposed amendment to this Licence is tabled in Parliament under section 16 of the Act, the Minister must provide Sydney Water with reasonable notice of the proposed amendment to enable it to comply with the amendment if it takes effect.

[Note: The Customer Contract may be varied in accordance with section 59 of the Act and clause 14.2 of the Customer Contract. Such a variation is not an amendment to this Licence for the purpose of section 16 of the Act.]

1.6 Connection of Services

1.6.1 Subject to any applicable laws, Sydney Water must ensure that Drinking Water and Wastewater Services are available on request for connection to any Property situated in the Area of Operations.

1.6.2 Connection to Sydney Water's systems for the supply of Services relating to Drinking Water and Wastewater is subject to any conditions that Sydney Water may lawfully determine to ensure the safe, reliable and financially viable supply of its Drinking Water and Wastewater Services to Properties situated in the Area of Operations in accordance with this Licence.

1.7 Non-exclusive Licence

1.7.1 This Licence does not prohibit any other person from providing Services in the Area of Operations that are the same as, or similar to, the Services, if the person is lawfully entitled to do so.

1.8 Availability of Licence

1.8.1 Sydney Water must make a copy of this Licence available to any person, free of charge:

- a) on its website for downloading; and
- b) upon request made to the Contact Centre.

1.9 Pricing

1.9.1 Sydney Water must set the level of fees, charges and other amounts payable for its Services subject to the terms of this Licence, the Act and the maximum prices and methodologies for fixing maximum prices determined from time to time by IPART under the IPART Act.

02 Water quality

2.1 Drinking Water

- 2.1.1 Sydney Water must maintain a Management System that is consistent with the *Australian Drinking Water Guidelines*, except to the extent that NSW Health specifies otherwise (the **Drinking Water Quality Management System**).

[Note: Sydney Water is to implement the Drinking Water Quality Management System to the Drinking Water system under its control in light of its knowledge of the entire drinking water supply system (from the water catchment to the Consumer).

It is expected that the Drinking Water Quality Management System will be consistent with the Framework for Management of Drinking Water Quality. However, where NSW Health considers it appropriate, the application of the Australian Drinking Water Guidelines may be amended or added to, to take account of Sydney Water's circumstances and/or Drinking Water quality policy and practices within New South Wales.]

- 2.1.2 Sydney Water must ensure that the Drinking Water Quality Management System is fully implemented and that all relevant activities are carried out in accordance with the Drinking Water Quality Management System, and to the satisfaction of NSW Health.
- 2.1.3 Sydney Water must notify IPART and NSW Health, in accordance with the Reporting Manual, of any significant changes that it proposes to make to the Drinking Water Quality Management System.
- 2.1.4 Sydney Water must obtain NSW Health's approval for any significant changes that it proposes to make to the Drinking Water Quality Management System before implementing, or carrying out its activities in accordance with, such changes.
- 2.1.5 By 31 December 2016, Sydney Water must:
- in consultation with its Customer Council and NSW Health, complete a review of its public reporting on water quality. The review must address (at a minimum) the frequency of Sydney Water's public reporting and the key parameters reported on water quality; and
 - provide IPART with a report detailing the outcomes of the review referred to in clause 2.1.5(a).

2.2 Recycled Water

- 2.2.1 Sydney Water must maintain a Management System that is consistent with the *Australian Guidelines for Water Recycling*, except to the extent that NSW Health specifies otherwise (the **Recycled Water Quality Management System**).

[Note: It is expected that the Recycled Water Quality Management System will be consistent with the Australian Guidelines for Water Recycling, including the Framework for Management of Recycled Water Quality and Use. However, where NSW Health considers it appropriate, the application of the Australian Guidelines for Water Recycling may be amended or added to, to take account of Sydney Water's circumstances and/or Recycled Water quality policy and practices within New South Wales.]

Water quality

- 2.2.2 Sydney Water must ensure that the Recycled Water Quality Management System is fully implemented and that all relevant activities are carried out in accordance with the Recycled Water Quality Management System, and to the satisfaction of NSW Health.
- 2.2.3 Sydney Water must notify IPART and NSW Health, in accordance with the Reporting Manual, of any significant changes that it proposes to make to the Recycled Water Quality Management System.
- 2.2.4 Sydney Water must obtain NSW Health's approval for any significant changes that it proposes to make to the Recycled Water Quality Management System before implementing, or carrying out its activities in accordance with, such changes.

2.3 Fluoridation Code

- 2.3.1 Sydney Water must comply with the Fluoridation Code.

03 Water quantity

3.1 Roles and Responsibilities Protocol

3.1.1 Sydney Water must use its best endeavours to:

- a) develop and agree a Roles and Responsibilities Protocol with the Metropolitan Water Directorate for the development and implementation of the *Metropolitan Water Plan*; and
- b) maintain and comply with the Roles and Responsibilities Protocol that has been developed and agreed under clause 3.1.1(a).

3.2 Economic level of water conservation

3.2.1 By 1 November 2015, Sydney Water must submit to IPART (for IPART's approval) a report outlining Sydney Water's approach to, and principles for, developing a methodology for determining its economic level of water conservation, including (at a minimum) each of the following elements of water conservation:

- a) water leakage;
- b) water recycling; and
- c) water efficiency (including demand management).

3.2.2 Once the approach and principles referred to in clause 3.2.1 are approved by IPART, Sydney Water must develop a methodology (**Methodology**) in accordance with the approach and principles.

3.2.3 By 31 December 2016, Sydney Water must obtain IPART's approval for the Methodology.

3.2.4 Once the Methodology is approved by IPART, Sydney Water must, from the date that such approval is given:

- a) notify IPART, in accordance with the Reporting Manual, of any significant changes that it proposes to make to the Methodology; and
- b) obtain IPART's written consent to make any significant changes to the Methodology prior to making such changes.

3.2.5 Until Sydney Water has developed and obtained IPART's approval for the Methodology (in accordance with clauses 3.2.2 and 3.2.3), Sydney Water must:

- a) maintain the weather corrected quantity of Drinking Water that it draws from all sources to a level of water usage equal to, or less than, 329 litres per person per day (the **Water Usage Level**). In calculating water usage for the purpose of the Water Usage Level, Sydney Water may make reasonable adjustments to account for the effects of weather on water usage, using a methodology approved by IPART;

Water quantity

- b) ensure that the level of water leakage from its Drinking Water supply system (the **Water Leakage Level**) does not exceed 121 megalitres per day; and

[Note: The water leakage level in the licence that was the immediate predecessor to this Licence was 105 megalitres per day. Sydney Water's performance against this level was calculated using actual and estimated data. As a result, IPART accepted an uncertainty allowance of +/- 16 megalitres per day when determining Sydney Water's performance against the water leakage level. It is intended that IPART will not apply an uncertainty allowance when calculating Sydney Water's performance against the water leakage level set out in this Licence (121 megalitres per day). Therefore, the water leakage level in this Licence is effectively equivalent to the water leakage level in the licence that was the immediate predecessor to this Licence.]

- c) promote, foster and encourage the efficient use of water and the production and use of Recycled Water, where financially viable.

[Note: Clause 3.2: (a) requires Sydney Water to develop a Methodology for determining the economic level of water conservation over an 18 month period; and (b) requires Sydney Water to maintain existing water conservation requirements while the Methodology is being developed.]

- 3.2.6 By 1 September 2017, Sydney Water must develop a water conservation program consistent with its economic level of water conservation and in accordance with the methodology approved by IPART under clause 3.2.3.

[Note: The water conservation program will be outlined in the first Water Conservation Report, which is to be submitted to IPART by 1 September 2017 in accordance with clause 3.2.1 of the Reporting Manual.]

- 3.2.7 Sydney Water must report to IPART, in accordance with the Reporting Manual, on water conservation.

04 Assets

4.1 Asset Management System

- 4.1.1 By 30 June 2018, Sydney Water must develop a Management System that is consistent with the *International Standard ISO 55001:2014 Asset Management System - Requirements* (the **Asset Management System**).
- 4.1.2 Sydney Water must ensure that:
- by 30 June 2019, the Asset Management System is certified by an appropriately qualified person to be consistent with the *International Standard ISO 55001:2014 Asset Management System – Requirements*; and
 - once the Asset Management System is certified, the certification is maintained during the remaining term of this Licence.
- 4.1.3 Once the Asset Management System has been certified in accordance with clause 4.1.2(a), Sydney Water must notify IPART, in accordance with the Reporting Manual, of any significant changes that it proposes to make to the Asset Management System.
- 4.1.4 By 30 June 2019, Sydney Water must ensure that the Asset Management System is fully implemented and that all relevant activities are carried out in accordance with the Asset Management System.
- 4.1.5 Until the Asset Management System has been developed in accordance with clause 4.1.1, certified in accordance with clause 4.1.2(a) and implemented in accordance with clause 4.1.4:
- Sydney Water must continue to maintain and implement the asset management framework that was required to be maintained and implemented by Sydney Water under the licence that was the immediate predecessor to this Licence (the **Asset Management Framework**), as set out in Schedule 2 of this Licence;
 - to avoid doubt, until the Asset Management System has been developed in accordance with clause 4.1.1, Sydney Water may only make changes to the Asset Management Framework that will assist in the transition of the Asset Management Framework to the Asset Management System; and
 - Sydney Water must notify IPART, in accordance with the Reporting Manual, of any significant changes that it proposes to make to the Asset Management Framework.
- [Note: Clause 4.1.5 permits Sydney Water to transition, over several years, its current Asset Management Framework to an Asset Management System that is consistent with International Standard ISO 55001:2014 Asset Management System – Requirements.]*

4.2 System Performance Standards

- 4.2.1 Water Pressure Standard
- Sydney Water must ensure that, in any financial year, no more than 6,000 Properties experience a Water Pressure Failure (the **Water Pressure Standard**).

Assets

- b) A Property is taken to have experienced a Water Pressure Failure:
 - i) when a person notifies Sydney Water that the Property has experienced a Water Pressure Failure and Sydney Water confirms that the Property has experienced a Water Pressure Failure; or
 - ii) when Sydney Water identifies that the Property has experienced a Water Pressure Failure (including through its data collection systems and hydraulic analysis).
- c) Despite clause 4.2.1(b), a Property will not be taken to have experienced a Water Pressure Failure if that Water Pressure Failure occurred only because of:
 - i) water usage in the case of a fire or other abnormal demand; or
 - ii) a short term or temporary operational problem (such as a main break) which is remedied within Four days of its commencement.
- d) For the purpose of the Water Pressure Standard:
 - i) each separately billed part of a Multiple Occupancy Property is to be counted as a separate Property; and
[Note: For example, a complex of five townhouses where each townhouse receives a separate bill from Sydney Water is to be counted as five separate Properties. However a block of five flats that only receives one bill from Sydney Water is to be counted as a single Property.]
 - ii) each Property that experiences one or more Water Pressure Failures in a financial year is to be counted once only in that financial year.

4.2.2 Water Continuity Standard

- a) Sydney Water must ensure that, in any financial year:
 - i) no more than 40,000 Properties experience an Unplanned Water Interruption that lasts for more than five continuous hours; and
 - ii) no more than 14,000 Properties experience three or more Unplanned Water Interruptions that each lasts for more than one hour (the **Water Continuity Standard**).
- b) Sydney Water must use the best available data (taking account of water pressure data, where available) to determine whether a Property has experienced an Unplanned Water Interruption and the duration of the Unplanned Water Interruption.
- c) If a Property experiences an Unplanned Water Interruption that was caused by a Third Party or a power failure, the Property is taken not to have experienced an Unplanned Water Interruption for the purpose of clause 4.2.2(a).
- d) For the purpose of the Water Continuity Standard:
 - i) each separately billed part of a Multiple Occupancy Property is to be counted as a separate Property;
[Note: For example, a complex of five townhouses where each townhouse receives a separate bill from Sydney Water is to be counted as five separate Properties. However, a block of five flats that only receives one bill from Sydney Water is to be counted as a single Property.]

- ii) for the purpose of clause 4.2.2(a)(i) each separate instance, in a financial year, of a single Property experiencing an Unplanned Water Interruption that lasts for more than five continuous hours is to be counted as a separate Property that has experienced, in that financial year, an Unplanned Water Interruption that lasts for more than five continuous hours; and
- iii) for the purpose of clause 4.2.2(a)(ii), each Property that experiences, in a financial year, three or more Unplanned Water Interruptions that each lasts for more than one hour is to be counted once only in that financial year.

4.2.3 Wastewater Overflow Standard

- a) Sydney Water must ensure that, in any financial year:
 - i) no more than 14,000 Properties (other than Public Properties) experience an Uncontrolled Wastewater Overflow in dry weather; and
 - ii) no more than 175 Properties (other than Public Properties) experience three or more Uncontrolled Wastewater Overflows in dry weather (the **Wastewater Overflow Standard**).
- b) For the purpose of the Wastewater Overflow Standard:
 - i) each Multiple Occupancy Property is to be counted as a single Property;

[Note: For example, a complex of five townhouses where each townhouse receives a separate bill from Sydney Water is to be counted as a single Property.]
 - ii) for the purpose of clause 4.2.3(a)(i), each separate instance, in a financial year, of a single Property experiencing an Uncontrolled Wastewater Overflow in dry weather is to be counted as a separate Property that has experienced, in that financial year, an Uncontrolled Wastewater Overflow in dry weather; and
 - iii) for the purpose of clause 4.2.3(a)(ii), each Property that experiences three or more Uncontrolled Wastewater Overflows in a financial year is to be counted once only in that financial year.

4.2.4 Interpretation of standards

In the case of any ambiguity in the interpretation or application of any System Performance Standard, IPART's interpretation or assessment of the application of the System Performance Standard will prevail.

4.3 Response time for water main breaks

- 4.3.1 Sydney Water must report, in accordance with the Reporting Manual, on response times for water main breaks and leaks.

4.4 Priority Sewerage Program

- 4.4.1 Sydney Water must co-operate with, and participate in, any Government review of the Priority Sewerage Program.
- 4.4.2 If required by the Minister, Sydney Water must implement and comply with any outcomes (including timeframes) of a Government review of the Priority Sewerage Program.

[Note: The areas to which the Priority Sewerage Program applies are Austral, Menangle, Menangle Park, Nattai, Scotland Island and Yanderra as listed in Schedule 3 of this Licence.]

05 Customers and consumers

5.1 Customer Contract

5.1.1 The Customer Contract sets out the rights and obligations of Customers and Sydney Water in relation to the Services provided in accordance with this Licence.

[Note: Section 54 of the Act requires the terms and conditions of the Customer Contract to be set out in this Licence. The Customer Contract is set out in Schedule 4 of this Licence.]

5.1.2 Sydney Water must make a copy of the Customer Contract available to any person, free of charge:

- a) on its website for downloading; and
- b) upon request made to the Contact Centre.

5.2 Providing information

5.2.1 Sydney Water must prepare a pamphlet that:

- a) provides a brief explanation of the Customer Contract;
- b) summarises the key rights and obligations of Customers under the Customer Contract;
- c) refers to the types of account relief available for Customers experiencing financial hardship;
- d) outlines the rights of Customers to claim a rebate and the conditions that apply to those rights;
- e) contains information regarding how to contact Sydney Water by telephone, email or post; and
- f) contains information regarding the ability for a Customer to enter into agreements with Sydney Water (separate to the Customer Contract) for the provision by Sydney Water of Services to the Customer.

5.2.2 Sydney Water must update the pamphlet prepared under clause 5.2.1 to reflect any variations made to the Customer Contract.

5.2.3 Sydney Water must:

- a) provide the pamphlet prepared under clause 5.2.1 and pamphlet updates made under clause 5.2.2, free of charge to:
 - i) Customers at least annually with their Bills; and
 - ii) any person upon request made to the Contact Centre; and
- b) make the pamphlet prepared under clause 5.2.1 and pamphlet updates made under clause 5.2.2 available on its website for downloading by any person, free of charge, within 60 days of the commencement of the Customer Contract or pamphlet update as the case may be.

- 5.2.4 Sydney Water must advertise in a Sydney-based newspaper at least annually on:
- a) the types of account relief available for Customers experiencing financial hardship; and
 - b) rights of Customers to claim rebates and the conditions that apply to those rights.

5.3 Consumers

- 5.3.1 Sydney Water's obligations under the Customer Contract relating to Complaint handling and Complaint resolution procedures are extended to Consumers as if Consumers were parties to the Customer Contract.

5.4 Assistance Options for Payment Difficulties and Actions for Non-Payment

- 5.4.1 Sydney Water must maintain and fully implement:
- a) a financial hardship policy that assists residential Customers experiencing financial hardship to better manage their current and future Bills;
 - b) procedures relating to a payment plan for residential Customers who are responsible for paying their Bills and who are, in Sydney Water's reasonable opinion, experiencing financial hardship;
 - c) procedures for identifying the circumstances under which Sydney Water may disconnect or restrict the supply of water to a Customer's Property; and
 - d) provisions for self-identification, identification by community welfare organisations and identification by Sydney Water of residential Customers experiencing financial hardship, (the *Assistance Options for Payment Difficulties and Actions for Non-Payment*).
- 5.4.2 Sydney Water must set out, in the Customer Contract:
- a) the Assistance Options for Payment Difficulties and Actions for Non-Payment; and
 - b) the options under the Assistance Options for Payment Difficulties and Actions for Non-Payment that are available to Private Residential Tenants who pay usage charges to Sydney Water.
- 5.4.3 Sydney Water must provide, free of charge, an explanation of the Assistance Options for Payment Difficulties and Actions for Non-Payment to:
- a) residential Customers, at least annually with their Bills;
 - b) residential Customers who Sydney Water identifies as experiencing financial hardship on the date that Sydney Water first identifies that the Customer is experiencing financial hardship; and
 - c) any other person upon request made to the Contact Centre.
- 5.4.4 Sydney Water must make the explanation of the Assistance Options for Payment Difficulties and Actions for Non-Payment referred to in clause 5.4.3 available on its website for downloading by any person, free of charge.

Customers and consumers

5.5 Customer Council and Customer Council Charter

- 5.5.1 Sydney Water must maintain and regularly consult with organisations representing a broad cross-section of its Customers and Consumers through the Customer Council.
- 5.5.2 Sydney Water must utilise the Customer Council to, among other things, obtain advice on the interests of Sydney Water's Customers and Consumers, the Customer Contract and such other key issues related to Sydney Water's planning and operations as Sydney Water may determine, consistent with the Customer Council Charter (referred to in clause 5.5.4).
- 5.5.3 Sydney Water must:
- a) ensure that, at all times, the membership of the Customer Council is appointed and determined by Sydney Water in accordance with the Customer Council Charter, and
 - b) use its best endeavours to include, as members of the Customer Council, at least one person representing each of the following categories:
 - i) business groups, including small, medium and large business and non-residential customers;
 - ii) consumer groups;
 - iii) organisations representing low income households;
 - iv) people living in rural and urban fringe areas;
 - v) residential consumers;
 - vi) environmental groups;
 - vii) local government;
 - viii) older people;
 - ix) people with disabilities;
 - x) indigenous Australians; and
 - xi) people from non-English speaking backgrounds.
- 5.5.4 Sydney Water and members of the Customer Council must, for the term of this Licence, maintain a charter (the **Customer Council Charter**) that addresses all of the following issues:
- a) the role of the Customer Council;
 - b) selection criteria on how members of the Customer Council will be drawn from the community and information on how vacancies for membership will be advertised;
 - c) the processes for appointment of new members;
 - d) the term for which members are appointed;
 - e) information on how the Customer Council will operate;
 - f) a description of the type of matters that will be referred to the Customer Council and how those matters will be referred;

- g) procedures for the conduct of Customer Council meetings, including the appointment of a chairperson and the requirement to invite, on an annual basis, a co-chair of the Customer Council from Customer representatives;
- h) procedures for communicating the outcomes of the Customer Council's work to the public;
- i) procedures for monitoring issues raised at meetings of the Customer Council and ensuring appropriate follow-up of those issues; and
- j) funding and resourcing of the Customer Council by Sydney Water.

5.5.5 Sydney Water must provide the Customer Council with information in Sydney Water's possession or under its control necessary to enable the Customer Council to discharge the tasks assigned to it, other than information or documents that are confidential (including documents that are subject to client legal privilege).

5.5.6 Sydney Water must make a copy of the Customer Council Charter and minutes from proceedings of the Customer Council, available to any person, free of charge:

- a) on its website for downloading; and
- b) upon request made to the Contact Centre.

5.5.7 Sydney Water and the Customer Council may each propose any amendments to the Customer Council Charter. However, such amendments will not be effective until they have been approved by both Sydney Water and the Customer Council.

5.6 Internal complaints handling

5.6.1 Sydney Water must maintain a procedure for receiving, responding to and resolving Complaints, which is consistent with the *Australian Standard AS/NZS 10002:2014 – Guidelines for complaint handling in organisations (AS/NZS 10002:2014)* (the **Internal Complaints Handling Procedure**).

5.6.2 Sydney Water must ensure that the Internal Complaints Handling Procedure is fully implemented and that all relevant activities are carried out in accordance with the Internal Complaints Handling Procedure.

5.6.3 Sydney Water must provide to Customers, at least annually with their Bills, information concerning internal complaints handling, which explains how to make a Complaint and how Sydney Water will receive, respond to and resolve Complaints.

5.6.4 Sydney Water must make the information concerning internal complaints handling referred to in clause 5.6.3 available to any person, free of charge:

- a) on its website for downloading; and
- b) upon request made to the Contact Centre.

Customers and consumers

5.7 External dispute resolution scheme

- 5.7.1 Sydney Water must be a member of the Energy and Water Ombudsman NSW to facilitate the resolution, by a dispute resolution body, of disputes between Sydney Water and its Customers and Consumers.
- 5.7.2 Sydney Water must:
- a) prepare a pamphlet that explains the operation of the dispute resolution service provided by the Energy and Water Ombudsman NSW, including any right to have a Complaint or dispute referred to the Energy and Water Ombudsman NSW and how such a Complaint or dispute can be assessed;
 - b) provide a copy of the pamphlet prepared under clause 5.7.2(a), free of charge to Customers at least once a year with their Bills; and
 - c) make a copy of the pamphlet prepared under clause 5.7.2(a) available to any person, free of charge:
 - i) on its website for downloading; and
 - ii) upon request made to the Contact Centre.

5.8 Code of conduct

Sydney Water must use its best endeavours to co-operate with each Licensed Network Operator and Licensed Retail Supplier within the Area of Operations that seeks to establish with Sydney Water a code of conduct of the kind referred to in clause 25 of the WIC Regulation.

06 Environment

6.1 Environment management

- 6.1.1 Sydney Water must maintain a Management System certified to *Australian Standard AS/NZS ISO 14001:2004: Environmental Management Systems – Requirements with guidance for use* (the **Environmental Management System**).
- 6.1.2 Sydney Water must fully implement, and carry out all relevant activities in accordance with, the Environmental Management System.
- 6.1.3 Sydney Water must notify IPART, in accordance with the Reporting Manual, of any significant changes that it proposes to make to the Environmental Management System.
- 6.1.4 Sydney Water must provide IPART, in accordance with the Reporting Manual, with a report on the outputs of the Environmental Management System.

6.2 Environmental indicators

- 6.2.1 Sydney Water must:
 - a) prepare indicators of the direct impact on the environment of Sydney Water's activities (the **Environmental Performance Indicators**);
 - b) monitor and compile data on the Environmental Performance Indicators; and
 - c) report on the Environmental Performance Indicators in accordance with the Reporting Manual.

[Note: Under section 14(1)(d) of the Act, this Licence must require Sydney Water to compile indicators of the direct impact on the environment of its activities to: (a) enable preparation of an annual report on Sydney Water's performance; and (b) provide information for a year-to-year comparison in relation to Sydney Water's performance in this area.]

07 Quality management

7.1 Quality Management System

- 7.1.1 By 30 June 2017, Sydney Water must develop a Management System that is consistent with the *Australian Standard AS/NZS ISO 9001:2008: Quality Management Systems - Requirements* (the **Quality Management System**).
- 7.1.2 Sydney Water must ensure that:
- a) by 30 June 2018, the Quality Management System is certified by an appropriately qualified person to be consistent with the *Australian Standard AS/NZS ISO 9001:2008: Quality Management Systems – Requirements*; and
 - b) once the Quality Management System is certified under clause 7.1.2(a), the certification is maintained during the remaining term of this Licence.
- 7.1.3 By 30 June 2018, Sydney Water must ensure that the Quality Management System is fully implemented and that all relevant activities are carried out in accordance with the Quality Management System.
- 7.1.4 Sydney Water must notify IPART, in accordance with the Reporting Manual, of any significant changes that it proposes to make to the Quality Management System.

08 Performance monitoring

8.1 Operational audits

- 8.1.1 IPART may undertake, or may appoint an Auditor to undertake, an audit of Sydney Water's compliance with any of the following:
- a) this Licence;
 - b) the Reporting Manual; and
 - c) any matters required by the Minister;
- (the **Operational Audit**).
- 8.1.2 Sydney Water must, within a reasonable time period of receiving a request from IPART or an Auditor to provide information, provide IPART or the Auditor with all the information in Sydney Water's possession, or under Sydney Water's custody or control, which is necessary to conduct the Operational Audit, including any information that is reasonably requested by IPART or an Auditor.
- 8.1.3 For the purpose of any Operational Audit or verifying a report on an Operational Audit, Sydney Water must, within a reasonable time period of receiving a request from IPART or an Auditor, permit IPART or the Auditor to:
- a) access any works, premises or offices occupied by Sydney Water;
 - b) carry out inspections, measurements and tests on, or in relation to, any such works, premises or offices;
 - c) take on to any such premises or offices any person or equipment necessary for the purpose of performing the Operational Audit or verifying any report on the Operational Audit;
 - d) inspect and make copies of, and take extracts from, any books and records of Sydney Water that are maintained in relation to the performance of Sydney Water's obligations under this Licence (including the Reporting Manual); and
 - e) discuss matters relevant to the Operational Audit or any report on the Operational Audit with Sydney Water, including Sydney Water's officers and employees.

8.2 Reporting

- 8.2.1 Sydney Water must comply with its reporting obligations set out in the Reporting Manual, which include:
- a) reporting to IPART and NSW Health in accordance with the Reporting Manual;
 - b) making reports and other information publicly available, in the manner set out in the Reporting Manual; and
 - c) reporting to IPART on Sydney Water's performance against the National Water Initiative Performance Indicators.

Performance monitoring

- 8.2.2 Sydney Water must maintain sufficient record systems that enable it to report accurately in accordance with clause 8.2.1.

8.3 Provision of information

- 8.3.1 Sydney Water must provide IPART with information relating to the performance of any of Sydney Water's obligations under clause 8.2 (including providing IPART with physical and electronic access to the records required to be kept under clause 8.2) within a reasonable time period of Sydney Water's receiving a request from IPART for that information.
- 8.3.2 Sydney Water must provide IPART with such information as is reasonably required to enable IPART to conduct any review or investigation of Sydney Water's obligations under this Licence within a reasonable time period of Sydney Water's receiving a request from IPART for that information.
- 8.3.3 If Sydney Water contracts out any of its activities to any person (including a subsidiary) it must take all reasonable steps to ensure that, if required by IPART or an Auditor, any such persons provide information and do the things specified in clause 8.1 as if that person were Sydney Water.
- 8.3.4 If IPART or an Auditor requests information under clause 8 which is confidential, the information must be provided to IPART or the Auditor, subject to IPART or the Auditor entering into reasonable arrangements to ensure that the information remains confidential.
- 8.3.5 Sydney Water must provide NSW Health with information relating to water quality in the manner and form specified by NSW Health within a reasonable time period of receiving NSW Health's request.

[Note: Under section 19 of the Public Health Act 2010 (NSW), the Director General of the NSW Ministry of Health may require Sydney Water to produce certain information.]

8.4 Performance indicators and system performance standards

- 8.4.1 Sydney Water must maintain record systems that are sufficient (to IPART's satisfaction) to enable Sydney Water to measure accurately its performance against the performance indicators and System Performance Standards specified in the Reporting Manual.
- 8.4.2 In the case of any ambiguity in the interpretation or application of any performance indicators specified in the Reporting Manual, IPART's interpretation or assessment of the application of the indicators will prevail.

09 Memorandum of understanding

9.1 NSW Health

- 9.1.1 Sydney Water must maintain the memorandum of understanding with NSW Health entered into under section 35 of the Act.
- 9.1.2 The purpose of the memorandum of understanding referred to in clause 9.1.1 is to form the basis for co-operative relationships between the parties to the memorandum of understanding. In particular, the purpose of the memorandum of understanding referred to in clause 9.1.1 is to recognise the role of NSW Health in providing advice to the NSW Government in relation to Drinking Water quality standards and the supply of water which is safe to drink.
- 9.1.3 The memorandum of understanding referred to in clause 9.1.1 must include arrangements for Sydney Water to report to NSW Health information on any events in relation to Sydney Water's systems or Services, which may pose a risk to public health.

9.2 Environment Protection Authority

- 9.2.1 Sydney Water must maintain the memorandum of understanding with the Environment Protection Authority entered into under section 35 of the Act.
- 9.2.2 The purpose of the memorandum of understanding referred to in clause 9.2.1 is to form the basis for co-operative relationships between the parties to the memorandum of understanding. In particular, the purpose of the memorandum of understanding referred to in clause 9.2.1 is to recognise the role of the Environment Protection Authority as the environment regulator of New South Wales and to commit Sydney Water to environmental obligations.

9.3 Water Administration Ministerial Corporation

- 9.3.1 Sydney Water must maintain the memorandum of understanding with the Water Administration Ministerial Corporation (**WAMC**) entered into under section 35 of the Act.
- 9.3.2 The purpose of the memorandum of understanding referred to in clause 9.3.1 is to form the basis for co-operative relationships between the parties to the memorandum of understanding. In particular, the purpose of the memorandum of understanding referred to in clause 9.3.1 is to recognise the role of WAMC in regulating water access, use and management and Sydney Water's right to use water vested in WAMC.

Memorandum of understanding

9.4 Fire and Rescue NSW

- 9.4.1 Sydney Water must use its best endeavours to develop and enter into a memorandum of understanding with Fire and Rescue NSW (**FRNSW**) by 31 December 2015.
- 9.4.2 Once the memorandum of understanding referred to in clause 9.4.1 is developed and entered into, Sydney Water must use its best endeavours to comply with the memorandum of understanding.
- 9.4.3 The purpose of the memorandum of understanding referred to in clause 9.4.1 is to form the basis for co-operative relationships between the parties to the memorandum of understanding. In particular, the purpose of the memorandum of understanding referred to in clause 9.4.1 is to:
- a) develop the roles and responsibilities of the parties to the memorandum of understanding as they relate to each other;
 - b) identify the needs and constraints of the parties to the memorandum of understanding as they relate to each other; and
 - c) identify and develop strategies for efficient and effective provision of firefighting water consistent with the goals of each party to the memorandum of understanding.
- 9.4.4 The memorandum of understanding referred to in clause 9.4.1 must require:
- a) the establishment of a working group, comprised of representatives from Sydney Water and FRNSW; and
 - b) the working group to consider the following matters (at a minimum):
 - i) arrangements regarding information sharing between Sydney Water and FRNSW;
 - ii) agreed timelines and a format for Sydney Water to provide a report to FRNSW detailing the network performance with regard to availability of water for firefighting (taking into account the minimum available flow and pressure in localised areas of the network);
 - iii) arrangements for Sydney Water to consult with FRNSW in the design of new assets and planning of system maintenance, where planning indicates that minimum available flow and pressure may unduly impact firefighting in the network section under consideration; and
 - iv) other matters as agreed by both parties to the memorandum of understanding.

[Note: Clauses 9.1.1, 9.2.1, 9.3.1 and 9.4.1 do not limit the persons with whom Sydney Water may be a party to a memorandum of understanding.]

10 End of Term Review

10.1 End of Term Review

10.1.1 It is anticipated that a review of this Licence will commence in the first quarter of 2019 to investigate:

- a) whether this Licence is fulfilling its objectives; and
- b) any issues which have arisen during the term of this Licence, which may affect the effectiveness of this Licence;

(the **End of Term Review**).

10.1.2 Sydney Water must provide the person undertaking the End of Term Review with such information as is reasonably required to enable the person to undertake the End of Term Review. Sydney Water must provide that person with such information as the person requests within a reasonable time period of receiving that request.

11 Notices

Any notice or other communication given under this Licence must be made in writing addressed to the intended recipient at the address shown below or the last address notified by the recipient.

Sydney Water

The Managing Director
Sydney Water
1 Smith Street
Parramatta NSW 2150

IPART

The Chief Executive Officer
Independent Pricing and Regulatory Tribunal
Level 15, 2-24 Rawson Place
Sydney NSW 2000

12 Definitions and interpretations

12.1 Definitions

In this licence:

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

Area of Operations means the area of operations specified in section 10(1) of the Act, a description of which is set out in Schedule 1 of this Licence.

[Note: Sydney Water has the same Area of Operations that Sydney Water had immediately before it ceased to be a company State Owned Corporation. Section 10(1) requires that an licence contain a schedule that details the area of operations to which the licence applies.]

Asset Management Framework has the meaning given in clause 4.1.5(a).

Asset Management System has the meaning given in clause 4.1.1.

Assets mean the land, structures, plant, equipment, corporate and business systems of Sydney Water, which cause, allow, or assist the delivery of the Services.

Auditor means a person appointed by IPART to undertake an Operational Audit.

Australian Drinking Water Guidelines means the document entitled *Australian Drinking Water Guidelines 2011* published by the National Health and Medical Research Council and the Natural Resource Management Ministerial Council of Australia and New Zealand (as amended or updated from time to time).

Australian Guidelines for Water Recycling means the document entitled *Australian Guidelines For Water Recycling: Managing Health and Environmental Risks (Phase 1)* and published by the Environment Protection and Heritage Council, the Natural Resource Management Ministerial Council and the Australian Health Ministers' Conference in November 2006 (as amended or updated from time to time).

Bill means a bill sent by Sydney Water to a Customer for the provision of the Services.

Commencement Date is the date by law on which this Licence commences.

Complaint means an expression of dissatisfaction made to Sydney Water, related to its products or Services, staff or the Complaints-handling process itself, where a response or resolution is explicitly or implicitly expected or legally required.

Consumer means any person who consumes or uses the Services and includes, but is not limited to, a tenant or occupier.

Contact Centre means the call centre that Sydney Water's Customers and Consumers may contact for assistance.

Controlled Wastewater Overflow is a sewage overflow that is directed by Sydney Water via a designed structure to a predetermined location such as a Stormwater Drainage System or waterway in order to prevent overloaded or blocked sewers from discharging at sensitive locations, on private property or within buildings thus endangering public health or causing a public nuisance.

Definitions and interpretations

Customer means any person who:

- a) is taken to have entered into a *Customer Contract* under 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; or
- b) owns a Property within the Rouse Hill Stormwater Catchment Area.

Customer Contract means the Customer Contract as set out in Schedule 4 of this Licence.

Customer Council means a group of organisations representing a broad cross-section of Sydney Water's Customers and Consumers that are determined by the Customer Council Charter. Sydney Water may have more than one Customer Council.

Customer Council Charter has the meaning given in clause 5.5.4.

Drinking Water means water intended primarily for human consumption but which has other personal, domestic or household uses such as bathing and showering.

Drinking Water Quality Management System has the meaning given in clause 2.1.1.

Energy and Water Ombudsman NSW means the NSW industry complaints scheme for the water industry of that name and any successor to that scheme.

Environmental Management System has the meaning given in clause 6.1.1.

Environmental Performance Indicators has the meaning given in clause 6.2.1(a).

Fluoridation Code has the meaning given to that expression in the *Fluoridation of Public Water Supplies Regulation 2012* (NSW).

Internal Complaints Handling Procedure has the meaning given in clause 5.6.1.

IPART means the Independent Pricing and Regulatory Tribunal of NSW constituted by the IPART Act.

IPART Act means the *Independent Pricing and Regulatory Tribunal Act 1992* (NSW).

Licence means this licence granted under section 12 of the Act to Sydney Water or any renewal of it, as in force for the time being.

Licensed Network Operator means an entity that holds a Network Operator's Licence under the *Water Industry Competition Act 2006* (NSW).

Licensed Retail Supplier means an entity that holds a Retail Supplier's Licence under the *Water Industry Competition Act 2006* (NSW).

Management System means a set of interrelated elements or compounds used by Sydney Water to develop and implement its policies and to manage any of its activities, products or Services, and includes organisational structure, planning activities, responsibilities, practices, procedures, processes and resources.

Methodology has the meaning given in in clause 3.2.2.

Metropolitan Water Directorate means the NSW Government agency that is responsible for the development of the *Metropolitan Water Plan*.

Metropolitan Water Plan means the latest version of the NSW Government's published plan to ensure a sustainable and secure water supply for greater Sydney.

Minister means the Minister responsible for administering those provisions of the Act relating to Sydney Water's licence.

Multiple Occupancy Property means real property comprised of more than one individual dwelling or individual premises capable of being separately occupied, which may be used for any purpose.

National Water Initiative Performance Reporting Indicators means the National Water Initiative Performance Reporting Indicators set out in the *National Performance Frameworks: Urban performance reporting Indicators and definitions handbook*.

NSW Health means the NSW Ministry of Health.

Operational Audit has the meaning given in clause 8.1.1.

Planned Water Interruption means an event which:

- a) commences when the supply of Drinking Water at the first cold water tap of a Property is interrupted following receipt by the Customer or Consumer of a prior water interruption notice from Sydney Water; and
- b) ceases when a normal supply of Drinking Water is restored to the Property referred to in paragraph (a).

Priority Sewerage Program means the program (incorporating the principles of least cost technology) for improving wastewater Services in unsewered areas listed in Schedule 3 of this Licence.

Private Residential Tenant means a person who occupies premises under a residential tenancy agreement, excluding premises managed by a Social Housing Provider.

Property means:

- a) an individual dwelling or individual premises for any purpose;
- b) land whether built on or not, which is owned by a person (whether jointly or individually);
- c) a lot in a strata plan that is registered under the *Strata Schemes (Freehold Development) Act 1973* (NSW) or the *Strata Schemes (Leasehold Development Act 1986* (NSW),
which is:
 - a) connected to, or for which a connection is available to Sydney Water's water supply system or the sewerage system;
 - b) within an area of land declared by an Order of the Governor to be a drainage area for the purpose of section 65 of the Act; or
[Note: For the purpose of the Wastewater Overflow Standard, a Multiple Occupancy Property may be considered a Property.]
- c) within the Rouse Hill Stormwater Catchment Area.

Public Property means real property vested in or under the control of a Minister of the Crown or public authority excluding so much of such real property as is leased, licensed or used for private purposes.

Quality Management System has the meaning given in clause 7.1.1.

Recycled Water means water which, upon appropriate treatment, is suitable for its intended re-use application.

Recycled Water Quality Management System has the meaning given in clause 2.2.1.

Reporting Manual means the Reporting Manual entitled *Sydney Water Reporting Manual* and published by IPART (as updated from time to time).

Roles and Responsibilities Protocol means the protocol referred to in clause 3.1.1(a).

Rouse Hill Stormwater Catchment Area means the area of land located in the Rouse Hill stormwater catchment as identified in any determination made by IPART of maximum prices that may be levied by Sydney Water for stormwater Services, as in force from time to time.

Definitions and interpretations

Services means, subject to this Licence, any applicable law and any order made by the Governor under section 10(2) of the Act, the provision, construction, operation, management and maintenance by Sydney Water of systems and services for:

- a) storing and supplying water (including Recycled Water and Drinking Water);
- b) providing sewerage services;
- c) providing stormwater drainage systems; and
- d) disposing of wastewater.

Social Housing Provider means any of the following:

- a) the New South Wales Land and Housing Corporation;
- b) the Aboriginal Housing Office;
- c) an organisation registered under part 5 of the *Aboriginal Housing Act 1998*; and
- d) a registered housing provider under the National Regulatory System for Community Housing (as established under the Community Housing Providers National Law).

Stormwater Drainage System means the stormwater drainage channels, land for drainage, pipes, detention structures and stormwater quality improvement devices and other equipment that Sydney Water provides, manages, operates and maintains under the Act to provide stormwater services.

Sydney Water means the Sydney Water Corporation constituted as a corporation by the Act.

System Performance Standards means the Water Pressure Standard, the Water Continuity Standard and the Wastewater Overflow Standard.

Third Party means a person who is not employed, contracted by or working on behalf of Sydney Water.

Uncontrolled Wastewater Overflow is a sewage overflow that is not a Controlled Wastewater Overflow and will be taken to have commenced on the earlier of the following:

- a) when a person notifies Sydney Water that a Property (which may include a Public Property) has experienced a sewage overflow which Sydney Water confirms is an uncontrolled wastewater overflow; and
- b) when Sydney Water's systems (which may include modelling undertaken by Sydney Water) identify that a Property (which may include a Public Property) has experienced an uncontrolled sewage overflow.

Unplanned Water Interruption is an event which:

- a) commences when the supply of Drinking Water at the first cold water tap of a Property is interrupted without the Customer or Consumer having received prior notice of that interruption from Sydney Water; and
- b) ceases when a normal supply of Drinking Water is restored to the Property referred to in paragraph (a).

Wastewater means an effluent stream comprising elements such as sewage, trade waste discharges and grey water.

Wastewater Overflow is the discharge of untreated or partially treated sewage from any part of Sydney Water's wastewater system which may occur in dry weather or in wet weather.

Wastewater Overflow Standard has the meaning given in clause 4.2.3(a).

Water Board means the water board constituted under the *Water Board Act 1987 (NSW)*.

Water Continuity Standard has the meaning given in clause 4.2.2(a).

Water Leakage Level has the meaning given in clause 3.2.4(b).

Water Pressure Failure means a situation in which a Property experiences a pressure of less than 15 metres head of pressure for a continuous period of 15 minutes or more measured at the point of connection of the Property to Sydney Water's Drinking Water supply system, usually at the point of connection known as the 'main tap'.

Water Pressure Standard has the meaning given in clause 4.2.1(a).

Water Usage Level has the meaning given in clause 3.2.5(a).

WIC Regulation means the *Water Industry Competition (General) Regulation 2008* (NSW).

12.2 Interpretation

- a) In this Licence, unless the contrary intention appears:
- i) the word person includes an individual, a body corporate, an unincorporated body or other entity and one or more of each of them;
 - ii) headings are for convenience only and do not affect the interpretation of this Licence;
 - iii) notes do not form part of this Licence but may be used to assist with interpretation if there is an ambiguity;
 - iv) words importing the singular include the plural and vice versa;
 - v) a reference to a law or legislation (including the Act) includes regulations made under the law or legislation;
 - vi) a reference to regulations includes ordinances, codes, licences, orders, permits and directions;
 - vii) a reference to a law or regulation includes consolidations, amendments, variations, re-enactments, or replacements of any of them;
 - viii) a reference to a legislative provision that is re-numbered extends to the corresponding re-numbered legislative provision;
 - ix) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns;
 - x) a reference to a year means a calendar year that ends on 31 December;
 - xi) a reference to a financial year means a period of 12 months commencing on 1 July and ending on the following 30 June;
 - xii) a reference to a clause or schedule is to a clause of or schedule of this Licence; and
 - xiii) a reference to a quarter is a period of three months beginning on 1 July, 1 October, 1 January or 1 April in a year.
- b) If any part of this Licence is prohibited, void, voidable, illegal or unenforceable, then that part is severed from this Licence but without affecting the continued operation of the remainder of this Licence.
- c) A reference in this Licence to any organisation, association, society, group or body will, in the event of it ceasing to exist or being reconstituted, renamed or replaced or if its powers or functions are transferred to any other entity, body or group, refer respectively to any such entity, body or group, established or constituted in lieu thereof or succeeding to similar powers and functions.

Definitions and interpretations

- d) A reference in this Licence to a document (original document) is a reference to the original document as amended or revised or, where the original document is replaced, to the replacing document, or the document that most closely approximates the original document.
- e) Except where a contrary intention appears in this Licence, where there is disagreement between Sydney Water and IPART as to the proper interpretation of any term of this Licence, the matter must be referred to the Minister for resolution by the Minister.
- f) Information provided to IPART under this Licence may be used by IPART for the purpose of an investigation or report under the IPART Act in relation to Sydney Water, or in the discharge of any function lawfully conferred on IPART.

Schedule 1

Area of Operations

Area of Operations means:

- the local government areas specified in this Schedule 1;
- the islands in Sydney Harbour;
- the deemed areas described in this Schedule 1;
- any area of land within an area declared or deemed to be a special area under section 21 of the *Water Board Act 1987* (NSW) which is deemed to be a controlled area by section 88(3) of the Act;
- any area of land within a special area, deemed special area or controlled area which was continued in force by virtue of Part 2, Schedule 9 of the Act as at the date Sydney Water was established as a statutory state-owned corporation; and
- any areas declared from time to time to be controlled in accordance with section 88 of the Act;

as adjusted by any variation to the Area of Operations made by the Governor in accordance with section 10 of the Act.

Local government areas

Ashfield	Ku-ring-gai	Strathfield (Municipal)
Auburn (City)	Lane Cove (Municipal)	Sutherland (Shire)
Bankstown (City)	Leichhardt (Municipal)	Sydney (City)
Blacktown (City)	Liverpool (City)	The Council of the City of Canada Bay
Blue Mountains (City)	Manly	The Council of the City of Botany Bay
Burwood	Marrickville	The Council of the Municipality of Hunter's Hill
Camden	Mosman (Municipal)	The Council of the Shire of Hornsby
Campbelltown (City)	Municipality of Kiama	The Hills (Shire)
Canterbury (City)	North Sydney	Warringah
Council of the City of Ryde	Parramatta (City)	Waverley
Fairfield (City)	Penrith (City)	Willoughby (City)
Hawkesbury (City)	Pittwater	Wingecarribee (Shire) (Part)
Holroyd (City)	Randwick	Wollondilly (Shire)
Hurstville (City)	Rockdale (City)	Wollongong (City)
Kogarah (City)	Shellharbour (City)	Woollahra (Municipal)

Schedule 1 Area of Operations

Deemed areas

Any land under the waters of Port Jackson and adjoining the boundaries of the City of Sydney upon which there is erected any wharf, pier, jetty, building or other structure will be deemed to be within the Area of Operations of Sydney Water.

[Note: Under section 10(1) of the Act, the Area of Operations for Sydney Water is the same as the area current for the Water Board as at the date of corporatisation. The area of operations for the Water Board was identical in extent to the area of operations proclaimed under the Metropolitan Water Wastewater & Drainage Board Act 1924 (NSW).]

Schedule 2

Asset Management Framework

Sydney Water's **Asset Management Framework** must demonstrate:

- a) Robust and transparent methodologies for determining and prioritising licensing and other regulatory requirements and current and future services levels as well as identifying the infrastructure needed to achieve those service levels and requirements.
- b) Robust, transparent and consistent processes, practices and programs to ensure sustainable delivery of service levels and regulatory requirements, based on sound risk management, including:
 - i) asset inventory;
 - ii) asset planning incorporating both business and technical assessments;
 - iii) maintenance of adequate records and robust and reliable data;
 - iv) asset replacement, rehabilitation, augmentation, creation/acquisition and/or substitution (asset and non-asset substitutions);
 - v) management of service provision, including contracts;
 - vi) monitoring and condition assessment;
 - vii) proactive and reactive maintenance;
 - viii) operations;
 - ix) training and resourcing;
 - x) contingency planning covering both emergency management; business continuity; and
 - xi) asset realisation and disposal.
- c) Robust and transparent decision making processes that balance acceptable risks with cost and service provision to achieve prudent, efficient and effective operating and capital investment.
- d) An approach that achieves the lowest cost of service delivery through the effective life cycle management of the asset base.
- e) Robust and transparent processes of review and continuous improvement in asset management.

Schedule 3

Priority Sewerage Program

The following areas are included in the Priority Sewerage Program

Table 1 Priority Sewerage Program – Sydney Water Area of Operations

Area	Estimated number of lots
Stage 2 Areas	
Yanderra	220
Austral	50
Nattai	30
Scotland Island	350
Menangle, Menangle Park	220
	Total
	870



Schedule 4

Customer Contract

Schedule 4 Customer Contract

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Foreword

Sydney Water provides **water supply services**, **wastewater services** and some **stormwater services** to people in Sydney, the Illawarra and the Blue Mountains.

Sydney Water's key objectives are protecting public health, protecting the environment and operating as a successful business.

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

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

1 Introduction

1.1 Words used in this contract

Words that are bold and italicised in this contract have a special meaning. The meanings are set out in the definitions in clause 15.1 at the end of this contract.

1.2 Understanding the contract

There are a number of provisions in clause 15.2 at the end of this contract that may assist you in interpreting the contract.

Other than clause 7.7, which sets out how our liability is limited to the extent permitted by law, nothing in this contract is intended to remove or limit any statutory rights you may have under legislation that cannot be excluded, including the consumer guarantees regime under the **Australian Consumer Law**.

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 services**, **wastewater services**, and **stormwater services** to you. This 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 brochure called 'Our contract with you'. Copies of this brochure are available on our website or by contacting us.

2.2 Who is covered by this contract?

You are our **customer** and are covered by relevant clauses of this contract if:

- you are the owner of **property** within our **area of operations** that is connected to a water main or **wastewater system** owned by us and that connection has been authorised or approved by us; and/or
- you receive **water supply services** and/or **wastewater services** from us.

If you have a contract for **water supply services** and/or **wastewater services** from a supplier licensed under the **WIC Act**, this contract only applies to you for the services you receive from us.

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You are also our **customer** and covered by relevant clauses of this contract if:

- you are the owner of **property** that is within a **declared stormwater drainage area**; or
- you are the owner of **property** that is within the **Rouse Hill stormwater catchment area**; or
- you are liable to pay us charges for the services we provide.

You may be entitled to an exemption from **service charges** based on the use of your land.

2.3 Other agreements with us

If you have a separate agreement with us (for example, in relation to **trade waste, pressure wastewater systems, sewer mining**, stormwater harvesting or **recycled water**), the terms of that agreement will take precedence over the terms of this contract, to the extent of any inconsistency between them.

We may enter into a separate agreement with you to provide different levels of service to you where possible. Before entering into a separate agreement with you, we will provide you with an estimate of the costs of supplying 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 for the requested service.

2.4 When does this **Customer Contract** commence?

This contract commences:

- on 1 July 2015 for any person who, on that date, is taken to have entered into this contract under section 55 of the **Act** or clause 2.2 of this contract, and
- for any person who, after 1 July 2015, is taken to have entered into this contract under section 55 of the **Act** or clause 2.2 of this contract, the date that the person is taken to have entered into this contract under section 55 of the **Act** or clause 2.2 of this contract (as relevant).

On 1 July 2015, this version of the contract replaces any previous **Customer 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 water

We will supply you with water to meet your reasonable needs except:

- in the case of **unplanned interruptions** or **planned interruptions**, under clauses 3.4.2 and 3.4.3;
- in the case of restrictions 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.

To receive **recycled water** from us, your **property** must be within a Sydney Water **recycled water area** or you must enter into a separate agreement with us.

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

3.1.2 **Drinking water** quality

The **drinking water** system and the **drinking water** we supply a **customer** will comply with the health related guidelines provided in the **Australian Drinking Water Guidelines** except to the extent otherwise specified by **NSW Health**, as required by the **Operating Licence**.

3.1.3 **Recycled water** quality

The **recycled water** system and the **recycled water** we supply a **customer** will comply with the **Australian Guidelines for Water Recycling** except to the extent otherwise specified by **NSW Health**, as required by the **Operating Licence**.

3.1.4 **Drinking water** pressure

We will ensure that the **drinking water** we supply to your **property** is at a minimum of 15 metres head of pressure at the **point of connection** to Sydney Water's **water system**. This is recognised as suitable for **residential customers** and **non-residential customers**.

3.1.5 Health or special needs

Your health provider is to notify us if you require a water supply to operate a life support machine or for other special health needs. In certain circumstances, you may be eligible for an allowance of water use that is not subject to charges.

3.2 **Wastewater services**

3.2.1 Supply of **wastewater services**

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

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

3.2.2 **Wastewater overflow**

We will make every reasonable effort to minimise the incidence of **wastewater overflows** on your **property** due to a failure of our **wastewater system**.

In addition to any statutory rights you may have under any legislation, including the **Australian Consumer Law**, if there is a **wastewater overflow** on your property due to the failure of our **wastewater 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 a way that minimises the risk to human health and the environment; and
- any rebate or redress that may be due to you under clauses 7.2, 7.3, 7.4 and 7.5 are paid or provided.

3.2.3 **Trade wastewater**

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

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We will give you our written permission and enter into such 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 wastewater** discharge.

3.2.4 **Pressure wastewater system** connection

If you are connected to a **pressure wastewater system** provided, owned and installed by us on or after 1 July 2015, you must enter into a separate additional service agreement covering the operation and **maintenance** of the **pressure wastewater system**.

If you were connected to a **pressure wastewater system** prior to 1 July 2015, refer to our 'responsibilities of connected customers' policy, as amended from time to time, for operation and **maintenance** requirements. This is available on our website or in print by request.

3.2.5 **Sewer mining** and stormwater harvesting

You may extract from our **wastewater system** or **stormwater drainage system** only if you have obtained our prior written permission and entered into an agreement with us for this activity.

3.3 **Stormwater services**

We will provide you with a service to transport stormwater through our **stormwater drainage systems** under our control if your **property** is within a **declared stormwater drainage area** or within the **Rouse Hill stormwater catchment area**.

If your **property** is within a **declared stormwater drainage area** or the **Rouse Hill stormwater catchment area** we will charge you for this service in accordance with the maximum prices, or methodology for fixing the maximum prices, determined by **IPART**.

We can provide information to assist you in determining whether your land is within a **declared stormwater drainage area** or within the **Rouse Hill stormwater catchment area** and whether Sydney Water stormwater pipes or channels are located within or adjacent to your **property**.

We will notify you if an area of land is newly declared to be a **declared stormwater drainage area** and the declaration affects your **property**.

3.4 **Factors affecting service**

3.4.1 Repairs and **maintenance**

If we undertake any work on our assets located on or adjacent to your **property**, we will leave the affected area and immediate surrounds as near as possible to its original 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 **wastewater 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 leaks and faults telephone service (see clause 11.4); and
- 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 the **water supply services** and **wastewater services** provided to you to allow for planned or regular **maintenance** of our **water system** or **wastewater system**.

We will inform you 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 **non-residential customer**, unless you agree to another period.

We will use our best endeavours to ensure the **planned interruption** is no longer than five hours from when the supply of water is turned off until the water is turned back on.

3.4.4 Water restrictions

At the discretion of the **Minister** or NSW Government, we may interrupt and/or limit **water supply services** to you or place conditions on your water use. You must comply with the supply conditions while they are in place.

We will publish any water supply conditions in major newspapers throughout our **area of operations** and on our website. These may include:

- restrictions on the use of water, including the purpose for which water may be used;
- 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 bill of changes to supply conditions.

4 What you pay

4.1 Responsibility to pay the account

You must pay us the amount on your bill by the date specified unless you have entered into an arrangement with us to defer payment or pay by instalments or you have entered into other **payment arrangements** with us.

4.2 Publication of charges

We will publish on our website up-to-date information on our charging policies and current charges in accordance with clause 4.11 and, where possible, clause 4.11.4. This information will also be provided to you on request.

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 for the concession, we will ensure that it is granted from the commencement of the next **charging period** after your application for a concession was lodged.

You may contact us to obtain information on whether you are eligible for a concession. On request, we will provide information about concessions in a language other than English (where available).

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4.4 Your bill

4.4.1 When will your bill be sent?

We will issue you a bill for the services that we provide to you. You will be sent a bill on a quarterly basis, unless otherwise agreed.

Non-residential customers with high water usage and **wastewater** disposal may be sent a bill on a monthly basis.

We will provide you with copies of your bills or a statement of all charges that you have incurred for the previous 12 months on request, free of charge.

4.4.2 What information is on your bill?

We will ensure that your bill contains details of:

- the **charging period** to which it applies;
- the total amount due;
- the usage and **service charges**, separately itemised;
- other fees and charges payable;
- the date payment is due;
- your postal address and account number;
- the address of the **property** for which the charges in the account have been incurred;
- options for the method of payment;
- a comparison of your water usage with your past water usage, where available;
- contact numbers for account enquiries, leaks and faults, and text telephone (TTY) services;
- the payment assistance available;
- information in community languages about the availability of interpreter services and the phone number for those services; and
- the credit balance or amounts overdue from previous bills.

4.4.3 How bills are sent

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

If you do not nominate a postal address, the bill 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 bill electronically.

Your bill will be considered delivered to you if it is sent by one of the above means.

4.4.4 How to make a payment

We will provide you with a range of payment options including in person, by mail, via the internet or by direct debit.

You must pay by one of the methods that we offer. We will not accept payments by other methods.

4.4.5 Overdue account balances

If you do not pay your account by the due date, you will have an overdue account balance and we may charge you:

- interest on your overdue account balance; or
- a late payment fee, but only if a maximum late payment fee amount is specified by **IPART** as part of a review conducted by **IPART** under the *Independent Pricing and Regulatory Tribunal Act 1992* (NSW).

Any late payment fee we charge you will:

- not exceed the maximum late payment fee amount specified by **IPART**; and
- be charged in accordance with any terms and conditions specified by **IPART** as part of the review (including conditions requiring us to provide you with adequate notice prior to charging you a late payment fee).

We will not charge you interest on your overdue account balance or a late payment fee if:

- we have already agreed with you a deferred payment date, or an arrangement to pay by instalments with respect to the overdue account balance; or
- you have entered into a **payment arrangement** with us.

4.5 Undercharging

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

If the undercharging is due to:

- you providing false information;
- an unauthorised connection (for example, you have not obtained our written consent in accordance with clause 8.10 or you have not obtained the required approvals for the connection);
- your breach of this contract or the **Act**; or
- building works which were not approved in accordance with clause 8.9;

you must pay the correct amount on request. We will state the amount to be paid as a separate item in your next bill.

We may also charge you from a date we determine an unauthorised connection to have occurred.

4.6 Overcharging

If your bill states that you are required to pay us an amount that is greater than what you are actually required to pay us (that is, we have overcharged you) due to our error, we will apply a credit to your next bill after we become aware of the error.

4.7 Billing disputes

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

You are obliged to pay any undisputed charges or fees by the due date.

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4.8 Wastewater usage charges

The **wastewater** usage charge applies to **non-residential customers** only. We will determine a **wastewater usage discharge factor** that is used to calculate **wastewater** charges for **non-residential customers**.

Wastewater usage and **service charges** are the sewerage usage and **service charges** set by Sydney Water in accordance with the maximum prices, or methodology for fixing the maximum prices, determined by **IPART**.

Where a **wastewater usage discharge factor** is varied, the revised charge will apply from the beginning of the next **charging period**. We will notify you of any change to your **wastewater usage discharge factor**, in accordance with clause 4.10.

4.9 How prices are determined

We set charges for our services in accordance with any maximum prices, or methodology for fixing the maximum prices, determined by **IPART** that applies to those services.

We may vary our charges from time to time, but only in accordance with our **Operating Licence** and the **Act** and subject to the maximum prices, guidelines and methodologies determined or issued by **IPART**.

4.10 Notification of price variations

We will publish notice of any variations to our charges on our website and provide details on your bill. The variation will commence on:

- the first day of the next quarter after the notice of the variation has been published; or
- any other date we nominate after we have published the notice of the variation.

4.11 Other costs and charges

4.11.1 Dishonoured or declined payments

If payment of your bill is dishonoured or declined, we may charge you a dishonoured or declined payment fee in an amount not exceeding the amount specified on our website, as amended from time to time.

We may refuse to accept personal cheques or card payments for a specific bill where two or more dishonoured payments have been provided. We may refuse future payments by these means if you have a history of dishonoured payments.

4.11.2 Payment adjustments

If we incorrectly apply a payment to your bill, we will reverse the payment and inform you of this reversal.

4.11.3 Costs for installing and connecting services

You must pay the installation costs of a connection from your **property** to our **water system**, **wastewater system** or **stormwater drainage system**.

Connection to our **water system**, **wastewater system** or **stormwater drainage system** must be approved by us and comply with the conditions we set to ensure the safe and reliable supply of services.

Where a new connection point requires works on our systems, those works can only be carried out by us or a provider listed by us. This list is available on our website or by request.

4.11.4 Charges for other services

We may charge you a fee for any other services you request from us. To the extent that any determination of maximum prices made by **IPART** applies to these fees, we will charge those fees in accordance with that determination. In circumstances where no such determination applies, we may charge you a fee in a way determined by us and advised to you. We will publish these fees on our website, where possible, and provide you with information on request.

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

4.12 Exchange of information

To the extent permitted by law, we may exchange information about your creditworthiness, credit standing, credit history or credit capacity with credit reporting agencies, other credit providers, other suppliers, or our agents, contractors and franchisees.

5 What can I do if I am unable to pay my bill?

5.1 Payment difficulties and assistance options

If you are experiencing **financial hardship** you should contact us and we will provide you with information about options available to assist you. All reasonable effort will be taken 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**, such as a payment plan;
- defer payment for a short period of time;
- negotiate an amount you can afford on an agreed instalment plan. If you are a **non-residential customer** these arrangements will be based on reasonable commercial considerations and market conditions; and
- access to a language interpreter, if required, at no cost to you.

Additionally, if you are a **residential customer** experiencing **financial hardship**, we will offer you a range of options that may assist you, including:

- the option to pay smaller amounts on a regular basis, which may fit better with your income;
- information from us about an accredited welfare agency for payment assistance;
- Payment Assistance Scheme (PAS) credit issued by an accredited welfare agency or us;
- other appropriate government concession programs;
- tailored advice on other broader assistance options; and
- referral to financial counselling services.

If you are a **private residential tenant** who pays your water usage charge, you are eligible for:

- information from us about an accredited welfare agency for payment assistance;
- Payment Assistance Scheme credit issued by an accredited welfare agency or us;
- tailored advice on other broader assistance options; and
- referral to financial counselling services.

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If you enter into a **payment arrangement** with us, we will:

- enable you to make payments by instalments, in advance or arrears;
- inform you of the following:
 - the period, or periods of the payment plan;
 - the amount and frequency of each instalment;
 - if you are in arrears, the completion date of the payment plan required to pay the arrears; and
 - if you choose to pay in advance, the basis on how the instalments are calculated;
- provide for instalments to be calculated having regard to your consumption needs, your capacity to pay and the amount of arrears you are required to pay;
- ensure that your arrears are cleared over a period of time and your debt does not continue to grow; and
- deal with your financial difficulty in a fair and reasonable manner.

If you are experiencing **financial hardship** and have entered into a **payment arrangement** with us and honour that arrangement, we will:

- not take any legal action to enforce the debt or **restriction** or **disconnection** of the supply of water to your **property**; and
- waive interest and late payment fees on the overdue amount for the period of the arrangement.

6 Restriction or disconnection of water supply and wastewater services

6.1 **Restriction or disconnection**

If you fail to pay your bill by the due date and have failed to make alternative arrangements for payment, we may restrict or disconnect the supply of water to your **property**. This will be done in accordance with our policies relating to, debt, water flow **restriction** and **disconnection** for non-payment, as amended from time to time.

Information on these policies will be sent to you annually with your quarterly or other bills. This information is also available on our website or on request.

6.2 **Notice of restriction or disconnection of supply of water for non-payment by customers**

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

- state the total amount due;
- state that payment is immediately due;
- state that you should contact us if you are having difficulty making payment and we will provide you with payment options, including **payment arrangements**, subject to eligibility criteria; and
- advise you of your right to raise your concerns with **EWON** if you have attempted to resolve those concerns with us and are not satisfied with a decision.

If you fail to comply with the reminder notice, we will send you a **disconnection** notice advising you that:

- you must pay the bill immediately otherwise, after seven days of our issuing the **disconnection** notice to you, we may take action to restrict or disconnect the supply of water to your **property** or take legal action to recover the amount outstanding;
- you may incur additional costs relating to us restricting or disconnecting the supply of water and/or taking legal action to recover the amount outstanding;
- the supply of water to your **property** may be restricted or disconnected without further notice
- you have the right to raise your concerns with **EWON** if you have attempted to resolve your concerns with us and are not satisfied with a decision made by us;
- you should contact us if you are experiencing **financial hardship** and we will provide you with information about options available to assist you.

6.3 Conditions for **restriction or disconnection of supply of water for non-payment by customers**

We may restrict or disconnect the supply of water to your **property** if:

- you have not paid your bill and at least seven days have elapsed since we issued the **restriction** or **disconnection** notice; or
- you have entered into a **payment arrangement** with us, but have failed to make the agreed payments.

If you are a **residential customer**, we will use our best endeavours to make further contact with you, in person, by post or by phone about the non-payment prior to **restriction** or **disconnection**.

Details are provided in our 'assistance options for payment difficulties and actions for non-payment' policy that is available on our website, as amended from time to time.

In addition to the limitations on **restriction** or **disconnection** set out in clause 6.7, we will not restrict or disconnect the supply of water for a failure to make due payment where:

- you have applied for a payment plan that is being assessed; or
- you are complying with the agreed terms of a current **payment arrangement**.

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

If you receive a bill for a new **charging period** that contains an overdue amount from a previous **charging period**, we may restrict or disconnect supply on the arrears after issuing you with the appropriate notices relating to the overdue amount, as described in this section.

6.4 **Restriction or disconnection for other reasons**

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

- if you are connected to our **water system, wastewater system or stormwater drainage system** without our approval;
- if private works for the supply of water or **wastewater** to your **property** are defective;
- you have breached this contract, the **Act**, your additional services agreement or any other agreement with us;
- you fail to rectify a defective or unauthorised work as per clause 8.7 of this contract;

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- If you use **sewer mining** or stormwater harvesting facilities that are not authorised by us or do not comply with applicable laws;
- you discharge **trade wastewater** into our **wastewater system** without our written approval or you do not comply with the requirements of our written approval;
- where you fail to ensure access to our **meter** for your **property**. Prior to taking this step, we will use our best endeavours to contact you to arrange reasonable access, leave a notice requesting access and provide you with a **disconnection** warning;
- where you fail to meet our published metering requirements;
- if you are connected to a **pressure wastewater system** that is maintained by Sydney Water and you do not comply with your agreement or operation and **maintenance** requirements;
- if a serious health or environmental risk is posed by the discharge of chemicals into our **wastewater system**;
- if you have not installed a backflow prevention containment device if required to do so by us;
- if you have not correctly installed or maintained your backflow prevention containment device or have failed to provide an annual test report by the due date;
- 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; or
- where access to the **meter** or poor quality of your pipes prevents us from exchanging the **meter** and you have failed to address this within 30 days of our notifying you of this.

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

Where an amount unpaid on a bill is owed by a landlord, we may accept payment of outstanding charges by an occupier of the **property** (the tenant) who may deduct them from rents otherwise payable to the landlord, as permitted under the **Act**.

6.6 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.

6.7 Limitations on **restriction** or **disconnection**

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

- without providing reasonable notice to the occupier of the **property** that we intend to restrict the supply;
- without giving you the notices under clauses 6.2 or 6.3 (as applicable) where the reason for **restriction** or **disconnection** is non-payment of your bill, except when an order is issued under relevant legislation;
- without providing the occupier with information on our policies relating to customer hardship, debt, water flow **restriction** and **disconnection** for non-payment;
- if a related **complaint** is being considered for resolution by us or **EWON**; and

- without advising the occupier that in some circumstances the **Act** permits a tenant to pay outstanding charges and deduct them from rents otherwise payable to the landlord and providing the occupier with a reasonable opportunity to pay the bill.

We will only carry out a **restriction** or **disconnection** on a business day (excluding Fridays and the day before a public holiday), prior to 3pm.

6.8 **Disconnection by a customer**

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

- you have complied with all applicable health, environmental and local council regulatory requirements;
- you have complied with all requirements of Sydney Water, as detailed in the policies published on our website, as amended from time to time;
- you have given us information we may reasonably require;
- you have given us 10 days written notice and you have obtained our written permission; and
- the **disconnection** is undertaken by a licensed plumber and conducted in accordance with plumbing, drainage or other regulations or standards that may apply.

On **disconnecting** your **property**, we may recover any equipment that Sydney Water installed on the **property** and may continue to charge you a service availability charge in accordance with the **Act**. You may apply to us to be exempted from this charge.

6.9 **Restoration of water supply after restriction or disconnection**

Following **restriction** or **disconnection** of your water supply, we will provide you with information to enable you to make arrangements for the restoration of the supply. A restoration fee will apply.

When the reason for the **restriction** or **disconnection** of supply 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 3 pm on any business day; or
- on the next business day if you pay or we agree to other arrangements after 3 pm.

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 restoration fee.

6.10 **Costs for debt recovery activities**

We may recover from you our reasonable costs associated with debt recovery under this contract.

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 or redress under clauses 7.2, 7.3, 7.4 or 7.5;
- how we may rectify your problem; and
- how to seek compensation from us under clause 7.6.

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7.2 Rebates

Information on rebates provided under this contract is set out in our 'allowances and rebates on your bill' policy, which may be amended from time to time. This is available on our website or in hard copy by request.

If you are a **customer**, you are entitled to a rebate for an occurrence of the following:

- **Planned interruption**

Where your **water supply service** and/or your **wastewater service** is interrupted for over five hours by a **planned interruption** you are entitled to an automatic rebate of \$35. You are eligible for this rebate for each and every event of this type that you experience.

- **Unplanned interruption**

Where your **water supply** and/or your **wastewater service** is interrupted for over five hours by an **unplanned interruption** you are entitled to an automatic rebate of \$35 for each of up to two **unplanned interruption** events. If you experience three or more **unplanned interruptions** in a 12-month period the rebate outlined in clause 7.3 will apply.

- Low water pressure

Where your **drinking water** pressure is below 15 metres head of pressure at the **point of connection** to our **water system** for a continuous period of 15 minutes, unless as a result of a supply interruption, you are entitled to a rebate of \$35. This rebate is payable for one event each quarter. A rebate will be granted automatically when this is identified through our monitoring.

- **Wastewater overflow**

If you experience a **wastewater overflow** on your **property** due to a failure of our **wastewater system**, you are entitled to a rebate of \$60. If you experience two or more **wastewater overflow** events in a 12-month period, the rebate outlined in clause 7.4 will apply.

- Dirty water

If we do not provide you with clean water suitable for normal domestic purposes, you may be entitled to a rebate of \$35 for each occasion that we do not provide you with clean water suitable for normal domestic purposes.

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 \$35 for each incident in relation to which the 'boil water alert/s' is/are issued.

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

7.3 Rebates for recurring **unplanned interruptions**

If you are a **customer** and experience three or more **unplanned interruption** events to your **property** that last for over one hour in a 12 month period, you are entitled to a rebate equal to the whole annual water **service charge**, less any concessions available to you, after the third event.

7.4 Rebates for recurring **wastewater service** disruption or internal **wastewater overflows**

If you are a **customer** and experience two or more **wastewater service** disruptions or internal **wastewater overflows** on your **property** in a 12 month period due to capacity constraints in our system, you will be entitled to a rebate equal to the whole annual **wastewater service** charge, less any concessions available to you, after the second event.

7.5 Redress

In addition to our obligation to pay a rebate under clauses 7.2, 7.3, and 7.4, we may provide one of the following forms of redress:

- reinstatement;
- repair;
- rectification;
- construction of works;
- providing alternative supplies of water;
- emergency accommodation; or
- payment for damages as set out in clause 7.6.

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**.

7.6 Claim for damages

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

You should make your initial claim to your insurance company. If your loss is not covered by an insurance policy you may notify us for consideration.

All claims must be submitted in writing on an incident notification form that is available on Sydney Water's website or by contacting us. You must specify the nature of the problem and the compensation sought.

We will within five business days of receiving your claim:

- acknowledge receipt of your claim; and
- advise you of the name and contact details of our representative who will assist you with your claim.

We will undertake investigations into the circumstances surrounding the claim/incident and provide a response time for making a decision in regard to your claim.

You will be provided with a written assessment of your claim within the response time indicated. The assessment will outline the reasons for the decision in regard to your claim 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.

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7.7 Limitation of liability

The law (including the **Australian Consumer Law**) may provide non-excludable statutory guarantees and other rights which apply to the goods and services we provide under this contract. If you are a consumer under the **Australian Consumer Law**, our goods and services come with guarantees that cannot be excluded under that law. The only additional assurances 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 **Australian Consumer Law**) say are included.

However, where we are liable to you because of a consumer guarantee, 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 which says we cannot exclude or limit our liability.

8 Responsibilities for maintenance

8.1 Water pipes

You are responsible for maintaining all water 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**.

As a free service, if you notify us of a failure of **your water system**, we will repair **your water system** between our **water system** and the **meter** for your **property**. However, if the **meter** lies more than one metre along your pipe inside the **property** boundary, or there is no **meter**, we will provide this service only up to one metre along your pipe inside the **property** boundary. The **property** boundary is where private pipework leaves public land and enters private land.

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 Code of Australia** or any other acts, regulations or standards that may apply.

However, we are not responsible for the repair of:

- unauthorised services and water services installed contrary to appropriate codes, regulations and standards;
- fire services, both inside and outside the **property** boundary;
- backflow prevention devices;
- water services connecting to privately owned water mains, such as in some community title subdivisions, or shared **private joint services** or extended private services; and
- faults caused by your wilful or negligent act or omission.

If we make repairs to your water pipes, we will backfill and make safe any excavations required on your **property**. We will not restore any landscaping, structures or hard surfaces.

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

We are not responsible for installing, maintaining or annual testing of **backflow prevention containment devices** on properties, except where the device is integrated into the **meter** supplied by Sydney Water.

8.2 Wastewater pipes

You are responsible for maintaining all **wastewater** pipes and fittings between your **property** and the connection with our **wastewater system**. This is referred to as **your wastewater system**.

The **point of connection** with our **wastewater system** may be outside your **property**. If you do not know where the **point of connection** is, you should contact us for information on where to obtain a diagram.

If a fault occurs in **your wastewater system**, you are responsible for arranging to have the fault rectified by a licensed plumber or drainer.

If the fault occurs in our **wastewater system** we will repair the fault at our cost. However, you may be liable to pay for the repair to the extent you have contributed to the fault.

As a free service, Sydney Water will repair collapsed private **wastewater** pipes where the collapse is located within a footpath or roadway and a licensed plumber has confirmed that the fault cannot be repaired without excavation of the footpath or roadway and replacement of the collapsed **wastewater** pipes.

However, if the problem is assessed by Sydney Water as able to be repaired without excavation, you will remain responsible for the cost of repair. We will not reimburse any plumbing costs.

We will not provide this service for unauthorised **wastewater systems** installed contrary to appropriate codes, regulations and standards.

8.3 Pressure wastewater systems

If you were connected to a **pressure wastewater system** prior to 1 July 2015, refer to our 'responsibilities of connected customers' policy for operation and **maintenance** requirements, as amended from time to time. This is available on our website or in print by request.

If you are connecting to, or you buy a **property** that is connected to an existing **pressure wastewater system** after 1 July 2015, you will be required to enter into an additional services agreement that outlines the operations and **maintenance** requirements of the **pressure wastewater system**.

8.4 Private joint water or wastewater pipes

If you share a **private joint service** for a water or **wastewater** pipe you are jointly responsible for the cost of its **maintenance**, including damage to private or public property resulting from a defect in the **private joint service**. Your shared responsibility starts from the **point of connection** to our main. The apportionment of costs incurred in its **maintenance** is a matter between you and others who share it.

Disconnection of private pipes from **private joint services** for either water or **wastewater** is a matter between the relevant **private joint service** property owners. We have no authority in respect of **disconnection** from **private joint services**.

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8.5 Stormwater connections, coverings and bridges

You are responsible for the **maintenance** of any connections between your **property** and our stormwater channel, pipe or culvert.

You are responsible for the **maintenance** of any coverings, bridges or similar structures within your **property** that cover or cross our stormwater channels, pipes or culverts unless they are owned by us.

8.6 Water efficiency

You may install water efficient plumbing fixtures, appliances and equipment, such as those recommended under the Water Efficiency Labelling and Standards Scheme.

You may install water saving devices, for example:

- that collect and use rainwater for your own use. If you have a rainwater tank connected to our system, a **backflow prevention containment device** is required to be installed; and/or
- a composting toilet that does not require connection to our **water system** or **wastewater system**.

You must comply with **BASIX** requirements, plumbing regulations and health, environmental and local council requirements when installing water saving devices. Approval may be required from your local council.

On request, we will provide you with information on how to use water efficiently.

8.7 Defective work

If we become aware of any defective or unauthorised work to **your water system, your wastewater system** or your **stormwater drainage system**, that impacts or poses risks to the operation of our **water system**, our **wastewater system** or our **stormwater drainage system**, we will request the defect to be fixed within a reasonable time.

If you do not comply with the notice, we may undertake to restrict or disconnect your **water supply service** or your **wastewater** connection until it is fixed. We may also undertake to remedy the defective or unauthorised work and you may be charged the reasonable costs incurred by us in undertaking this work.

8.8 Giving notice of system failures

You should inform us if you become aware of any failure of our **water system, wastewater system**, or **stormwater drainage system**. If you notify us of an interruption to your water supply, a burst or leak in our **water system**, a disruption to the **wastewater** drainage from your **property** or an overflow or leakage from our system, we will ensure that the problem is attended to as soon as practicable.

8.9 Building work

You must not undertake any excavation, building, landscaping or construction work on your **property** without firstly identifying the location of our assets, and obtaining our consent if required. You can obtain a plan from us identifying the location of our assets.

We will request that you remove any unapproved structure or landscaping work that interferes with our system at your cost. If you do not comply with our request within the required timeframe, we will remove the unapproved work and charge you the reasonable costs incurred by us in undertaking this work.

Properties with an existing water service must be metered during the building period. The **meter** must be accessible (as described in clause 10.4) at all times.

8.10 Connections to services

You must apply and have our written consent to be able to connect to our services.

Once your application is approved, connections to our **water system, wastewater system or stormwater drainage system** are to be made using the services of a provider listed by us or licensed plumber and in accordance with plumbing, drainage or other regulations or standards that may apply. A list of providers is available on our website or by request.

8.11 Altering and unauthorised connection or use

You must not:

- wrongfully take, use or divert any water supplied by us;
- use a dedicated **fire service** for any purpose other than firefighting or testing of the **fire service**;
- wrongfully interfere with the operation of a **meter**, metering system or prevent a **meter** from registering the quantity of water supplied by us; or
- wrongfully discharge any substance into a system owned by us.

If you do not comply with the requirements in this clause, we may charge you for the estimated amount of water used. Fines may also apply and be imposed on you by a relevant authority.

You must obtain our consent before carrying out any activity that may alter, cause destruction of, damage or interfere with our **water system, wastewater system or stormwater drainage system**.

8.12 Removal of trees

If a tree on your **property** is obstructing or damaging our **water system, wastewater system or stormwater drainage 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, wastewater system or stormwater drainage system**, without removing the tree.

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

- the person who planted the tree on your **property** could not have reasonably known that the planting of the tree would result in the damage or interference; and
- an easement did not exist in favour of our system when the tree was planted on your **property**.

If you fail to comply with the notice to remove the tree, by the specified date without reasonable cause (such as a delay or failure in obtaining consent from Council or refusal from Council to allow you to remove the tree), 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*, the *National Parks and Wildlife Act 1974* or any applicable law.

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9 Entry onto a customer's property

9.1 Access to Sydney Water's systems

You must ensure that we have safe access to your **property** to:

- maintain our **water system, wastewater system** and **stormwater drainage system**;
- to ensure that this contract or the **Act** is being complied with;
- for other purposes set out in the **Act** or other applicable laws; and
- to read, fit, exchange or maintain a **meter**.

9.2 Identification

When we enter your **property**, our staff 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 of our intention to enter onto your **property** 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;
- the purpose is to read, fit, exchange or maintain a **meter**;
- giving notice would defeat the purposes of entry;
- we intend to conduct a water restriction investigation on your **property**;
- we need to investigate a health or safety issue; or
- we conduct a general **property** inspection such as verifying connection installation, **meter**, plumbing or a **backflow prevention containment device** inspection.

9.4 Impact on customer's property

If we enter your **property** for the reasons outlined in clause 9.1, 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**; and
- unless otherwise agreed, leave the **property**, as near as possible, in the condition, that it was found on entry.

You may be entitled to compensation from us under the **Act** for damage incurred by our entry to your **property**.

10 Water meter reading, installation, testing and maintenance

10.1 Installing and maintaining a meter

Unless Sydney Water otherwise agrees, your **property** must have a **meter** to measure the quantity of water that we supply you. Details, including who is required to supply you with the **meter** and who is required to pay for the plumbing installation are provided in our metering requirements published in our policies and guidelines that are available on our website, as amended from time to time.

If you install a **meter** in an inaccessible location, or make a **meter** inaccessible to us, we may charge you a fee for the provision of a remote reading device.

An approved **backflow prevention containment device** appropriate to the **property's** hazard rating must be fitted. Residential **properties** with low hazards serviced by either a 20mm or 25mm **meter** are exempt from this requirement because these **meters** already contain a backflow device. **Properties** with larger **meters** must comply with our requirements published in our policies on our website, as amended from time to time.

If you have a Sydney Water **data logger** on your **property** as part of a metering system, you are responsible for maintaining and paying for the continuous electricity supply to it.

You are responsible for installing the pipework on either side of the **meter**. You are also responsible for maintaining the pipework located on either side of the **meter**, unless we maintain it under clause 8.1. For further details, refer to our requirements published in our policies on our website, as amended from time to time.

The installed **meter** remains our property and we will maintain it. In multi-level buildings the individual unit **meter** becomes our property once transferred to us, and from such time we will maintain it. We may charge you for the cost of repair or replacement of the **meter** and its assembly if it is wilfully or negligently damaged by you.

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

We may require that you fit a **meter** to your **fire service**. This requirement will be noted in your connection approval.

10.2 Measuring water supplied

You will be charged for the quantity of water measured by the **meter** for your **property**, unless the **meter** is faulty and we are required to adjust what we charge you under clause 10.3.

If a **meter** is stopped, inaccessible, or damaged, an estimated usage will be calculated on a basis that is representative of your usage 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.

When the price for water or **wastewater** usage is varied on a date that falls within your **meter** reading period, we will apply the new price on a pro rata basis.

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

You must not remove a **meter** from your **property** without our consent.

Where your **meter** is part of an automated meter reading system in a multi-level building we may share your **meter** reading information with the **Owners Corporation** or building manager.

Schedule 4 Customer Contract

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.

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 bill by calculating the measurement error on a basis that is representative of your consumption pattern.

10.4 **Access to the water meter**

We may enter your **property** without notice for the purposes of reading, testing, inspecting, maintaining and replacing the **meter**.

You must ensure that the meter is accessible for **meter** reading and **meter maintenance** purposes. The **meter** and the visible pipe connected should be clear of concrete, plants, trees bushes and other obstructions.

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

If you have not provided reasonable and safe access to your **meter** for reading or **maintenance** on two or more occasions, we may:

- ask you to relocate the **meter** at your cost;
- ask you to read the **meter** yourself and provide us with the reading;
- seek access at a time suitable to you, which may incur an additional fee;
- ask you to install a remote reading device, which may incur an additional fee;
- take action under clause 6.4 and restrict or disconnect your supply until you replace your pipes or remove the obstruction or concrete around the **meter**, or
- make other arrangements with you.

If you intend to relocate your **meter**, you should engage a licensed plumber at your cost. Your plumber should check our requirements published in our policies on our website, as amended from time to time, before relocating the **meter**.

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 **non-residential 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 a bill, payment options, concession entitlements or other information about our services, you may contact us on 13 20 92 between 8.30am and 5.30pm, Monday to Friday, excluding public holidays.

Our contact phone number is provided on your bill, in the phone directory and on our website.

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

11.2 Internet enquiries

You can find information on a range of topics on our website at sydneywater.com.au. You can also ask questions and be provided with a response.

11.3 Written enquiries

You can also email or write to us.

Email **enquiries** should be sent to CustomerService@sydneywater.com.au and written **enquiries** sent to: Sydney Water PO Box 399 Parramatta 2124.

We will reply to your written **enquiry** within five business days of receiving it by mail, where your matter cannot be responded to sooner by phone contact.

11.4 Leaks and faults assistance

In the event of a leak or break to our water main, a **wastewater overflow**, an **unplanned interruption** to supply, or a water quality or water pressure problem, you may contact our 24-hour leaks and faults phone service.

Our leaks and faults phone number is listed on your bill, in the telephone directory and on our website.

11.5 Interpreter and TTY Service

We provide an interpreter service 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 or by writing to us.

We will address your **complaint** promptly by providing:

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

The response will provide you with our intended course of action and/or identify when the action will be taken. We will also provide the name of a contact person for follow up enquiries.

Schedule 4 Customer Contract

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 Sydney Water manager.

The manager will:

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

12.3 **Resolution of complaints**

A **complaint** will be considered resolved if we provide you with a response:

- that resolves the dispute to your satisfaction or indicates how the dispute will be resolved to your satisfaction;
- that provides an explanation of the relevant policy and/or regulatory requirements and why no further action is proposed in relation to the dispute;
- that provides a date when the issue will be resolved if the **complaint** relates to future planned operational or capital work; or
- where 28 business days have passed since we provided you with a 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 business days by a reasonable period if:

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

You have the right to refer a **complaint** or dispute arising under this contract to **EWON**. **EWON** is an independent dispute resolution body that can investigate and resolve disputes you have with us under this contract. **EWON** will work with Sydney Water and the **customer** to find a fair and reasonable outcome.

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

You should attempt to resolve the issue with Sydney Water prior to referring the matter to **EWON**.

EWON's services are available to you without cost.

12.4.2 NSW Civil and Administrative Tribunal (**NCAT**)

The **NCAT** 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

To enable community involvement on issues relevant to our programs, services and decision-making processes, we have a **Customer Council**.

Further information on the role and functions of the **Customer Council** may be obtained on our website or by contacting us.

13.2 Providing information

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

13.3 Privacy

We will treat your **personal information** according to the applicable provisions of the *Privacy and Personal Information Protection Act 1998* (NSW) and the *Health Records & Information Privacy Act 2002* (NSW).

Details on how we handle your **personal information** is provided in our 'privacy' policy, which is available on our website, as amended from time to time.

Privacy enquiries and **complaints** may be directed to our Privacy Coordinator, or to the NSW Privacy Commissioner.

14 When does this contract with Sydney Water terminate?

14.1 Termination of this contract

This contract, or relevant clauses of this contract, will terminate between you and us if you cease to be covered by all or part of 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.

If this contract, or part of the contract, terminates because you have requested that some or all of the services that we provide to your premises be transferred to a supplier licensed under the **WIC Act**, we will comply with the Transfer Code of Conduct established under that Act to affect the transfer.

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14.2 Variation of this contract

We may vary this contract with approval from the Governor and as permitted by the **Act** as follows:

- a notice identifying a variation to this contract (other than for variations of charges and fees) will be published in a daily newspaper circulating in the **area of operations** at least six months before the variation becomes effective, or a shorter period of notice approved by the **Minister**, and
- a copy of the notice will also be given to each **customer**.

This requirement to obtain approval from the Governor and to give notice of variations to the terms of the contract does not apply to variations to fees and charges made in accordance with a determination by **IPART**. Variations to charges and fees will be published in accordance with clause 4.10.

Information on all variations to this contract will be made available on our website or provided to you on request and will otherwise be made available to you in accordance with our **Operating Licence**.

15 Definitions and interpretation

15.1 Definitions

Act	<i>Sydney Water Act 1994</i> and any regulations in force under it.
Area of operations	The area of operations specified in section 10(1) of the Act , and described in Schedule 1 of the Operating Licence .
Australian Consumer Law	The Australian Consumer Law, as set out in Schedule 2 to the <i>Competition and Consumer Act 2010</i> (Commonwealth).
Australian Drinking Water Guidelines	The document entitled <i>Australian Drinking Water Guidelines 2011</i> published by the National Health and Medical Research Council and the Natural Resource Management Ministerial Council of Australia and New Zealand (as amended or updated from time to time).
Australian Guidelines for Water Recycling	The document entitled <i>Australian Guidelines For Water Recycling: Managing Health and Environmental Risks (Phase 1)</i> published by the Environment Protection and Heritage Council, the Natural Resource Management Ministerial Council and the Australian Health Ministers' Conference in November 2006 (as amended or updated from time to time).
Backflow prevention containment device	A device to prevent the reverse flow of water from a potentially polluted source, into the drinking water supply system.
BASIX	The NSW Government's Building and Sustainability Index, which applies to all new homes and some renovations.
Charging period	Any period for which your bill was calculated.
Complaint	An expression of dissatisfaction made to Sydney Water or its contractors related to its products or the complaint handling process itself, where a response or resolution is explicitly or implicitly expected.
Customer	Has the meaning given in clause 2.2.

Schedule 4 Customer Contract

Customer Contract	Means this document as found in Schedule 4 of the Operating Licence .
Customer Council	A customer council established by us under section 15 of the Act and clause 5.5 of the Operating Licence .
Data logger	This is a device that electronically measures water use. An owner may retrofit this device to the meter when they want up-to-date information on their water use.
Declared stormwater drainage area	An area declared to be a stormwater drainage area as set out in Schedule 1 of the <i>Sydney Water (Stormwater Drainage Areas) Order 2011</i> .
Disconnection	The stopping (either temporarily or permanently) of our supply of services to your property .
Drinking water	Water that is intended for human use and consumption and free of harmful chemicals and disease-causing organisms.
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.
EWON	The Energy & Water Ombudsman NSW.
Financial hardship	A situation where a customer is willing but unable to pay all or some of the bill by the due date.
Fire service	A water service constructed to meet fire protection requirements under the building or fire codes and standards.
IPART	The Independent Pricing and Regulatory Tribunal of New South Wales.
Maintenance	Includes repairs and replacement and, where relevant, testing and inspection.
Meter	The device used to measure water use. This includes any remote reading equipment and associated wiring, power, data logging and servicing equipment.
Minister	The Minister responsible for administering those provisions of the Act relating to Sydney Water's operating licence.
NCAT	The NSW Civil and Administrative Tribunal.
Non-residential customer	A customer who is not a residential customer .
NSW Health	The New South Wales Ministry of Health.
Operating Licence	The licence granted to Sydney Water under section 12 of the Act .
Owners Corporation	The collective group of owners of a strata plan.
Payment arrangement	An arrangement between Sydney Water and a customer to pay their bill by instalments, in advance or in arrears.

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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.
Plumbing Code of Australia	The National Plumbing Code of Australia as produced by the Australian Building Code Board.
Point of connection	Where the private service from a property connects to our water system, wastewater system or stormwater drainage system .
Pressure wastewater system	A system where individual pumps are located in collection tanks and installed on private property . The wastewater is then pumped to the main wastewater network.
Private joint service	A private joint water or wastewater service exists when a private pipe serves more than one property, but there is a single connection to our main.
Private residential tenant	A person who occupies premises under a residential tenancy agreement, excluding premises managed by a social housing provider .
Property	Any real property that is connected to, or for which a connection is available to, our water supply system or our wastewater system or is within a declared stormwater drainage area or within the Rouse Hill stormwater catchment area . This also includes strata titled properties.
Recycled water	Water that has been appropriately treated to be suitable for re-use, other than for use as drinking water .
Recycled water area	A community or communities supplied with recycled water through a pipe network separate from the drinking water system.
Residential customer	A customer who owns a property that is used as a principal place of residence.
Restriction	A direct intervention in the supply system by Sydney Water in order to reduce flow to a customer's property .
Rouse Hill stormwater catchment area	The area of land located in the Rouse Hill stormwater catchment as identified in any determination made by IPART of maximum prices that may be levied by Sydney Water for stormwater services , as in force from time to time.
Service charge	A charge that applies to customers for being connected to our water system and/or wastewater system and/or within a declared stormwater drainage area or the Rouse Hill stormwater catchment area .
Sewer mining	Sewer mining is the process of tapping into a wastewater pipe (either before or after the wastewater treatment plant) and extracting wastewater that is then treated and used as recycled water .

Social housing provider	<p>A social housing provider means any of the following:</p> <ul style="list-style-type: none"> • the New South Wales Land and Housing Corporation; • the Aboriginal Housing Office; • an organisation registered under Part 5 of the <i>Aboriginal Housing Act 1998</i>; and • a registered community housing provider.
Stormwater drainage system	<p>The stormwater drainage channels, land for drainage, pipes, detention structures, and stormwater quality improvement devices and other equipment that we provide, manage, operate and maintain under the Act to provide stormwater services.</p>
Stormwater services	<p>The services we are permitted to provide by the Operating Licence and any applicable law in respect to providing stormwater drainage systems.</p>
Trade waste	<p>See trade wastewater below.</p>
Trade wastewater	<p>Any liquid and any substances contained in it, which may be produced at the premises in a non-residential activity, and any vehicle transporting wastewater, including septic effluent and wastewater from ships and boats. It includes run off from contaminated open areas. Trade wastewater does not include domestic wastewater from premises connected to our wastewater system.</p> <p>The term trade waste and trade wastewater as used in this document are inter-changeable.</p>
Unplanned interruption	<p>An interruption that is caused by a fault in our water system or a fault that is our maintenance responsibility and no notice has been given to you.</p>
Wastewater	<p>Also known as sewage, wastewater includes the water you flush down your toilet, water that drains from your bathtub, sink, washing machine and many other sources.</p>
Wastewater overflow	<p>A discharge of untreated or partially treated wastewater from our wastewater system. These overflows may occur in wet or dry weather.</p>
Wastewater service	<p>The service we are permitted to provide by the Operating Licence and any applicable law in respect to:</p> <ul style="list-style-type: none"> • providing wastewater services; and • disposing of wastewater.
Wastewater system	<p>The wastewater pipes and treatment plants and other equipment that we provide, manage, operate and maintain under the Act to provide wastewater services and disposal of wastewater.</p>
Wastewater usage discharge factor	<p>A wastewater usage discharge factor is a measure of the volume of wastewater discharged to the wastewater system expressed as a percentage of water delivered to the property via all Sydney Water drinking water meters.</p>

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Water supply service	The services we are permitted to provide by the Operating Licence and any applicable law in respect to storing and supplying water.
Water system	The water mains, pipes, treatment plants and other equipment that we must provide, manage, operate and maintain under the Act to supply and store water.
WIC Act	<i>Water Industry Competition Act 2006</i> (NSW)
Your wastewater system	Has the meaning given in clause 8.2.
Your water system	Has the meaning given in clause 8.1.

15.2 Interpretations

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 business 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.

A reference to we, our or us means Sydney Water Corporation, established under the **Act**, including its officers, employees, agents and contractors.

A reference to you or yours means our **customers**.

