

WaterFix® Small Business Pilot

Terms and conditions, 2021

If you participate in, or order goods and services from, the WaterFix® Small Business Pilot the following terms and conditions apply:

1. Eligibility for the Pilot

- (a) To be eligible to receive services under WaterFix® Small Business Pilot (**Pilot**):
 - (i) the business must be within Sydney Water's area of operations and located on a property that has an authorised or approved connection to a water main owned by Sydney Water; and
 - (ii) you must also be:
 - (A) the owner and occupier of the property at which the services will be carried out; or
 - (B) the owner of the property and have provided a Letter of Authority signed by both you and the tenant of the property under which the owner agrees to be bound by these terms and conditions and is responsible for payment of the water bill for the property; or
 - (C) a tenant of the Property that is responsible under their tenancy agreement for the plumbing services at the property and the entire water bill for the property, and will on request immediately provide a copy of the valid tenancy agreement to us.
- (b) If you have mistakenly or illegally participated in the Pilot without meeting the eligibility requirements, you acknowledge and agree that you are responsible for having the services carried out. You also agree to pay all charges for the goods and services supplied in accordance with these terms and conditions, and agree that any costs incurred by Sydney Water will be a debt due and owing to us and you must indemnify us in respect of these costs. You also acknowledge and agree to the limitation of Sydney Water's liability and release under clause 14.

2. The Pilot services

By participating in the Pilot:

- (a) these terms and conditions and Schedule apply to you and the performance of services under the Pilot (including the installation of goods and any work carried out pursuant to a Quotation);
- (b) subject to clauses 2(c) and 3, we will complete a water efficiency assessment of the property to identify and recommend work;
- (c) we are under no obligation to perform any water efficiency assessment or carry out services (even if we quote for such work) to the extent it would require access to a confined space, there are safety or security concerns or we elect to cancel the provision of services under clause 6(b);
- (d) we will make recommendations, may perform work on the spot and may provide a Quotation for the provision of services and costs of goods (including installation) identified as part of the water efficiency assessment and in accordance with the charges set out in the Schedule;
- (e) if we perform any work, we may elect to install a temporary data logging device on the water meter for the property for a period of up to six weeks to assist with assessing whether there have been any water savings;
- (f) we may engage independent contractors to perform the services on our behalf and will ensure that only licensed plumbers provide services and install goods;
- (g) the Pilot ends on 30 June 2021 and this agreement expires on 31 September 2021, except clauses 9, 10, 11, 12, 13, 14 and 15 which survive expiry or termination of the agreement;

- (h) we are under no obligation to carry out any appointments, assessments, work or services in connection with the Pilot, or apply any subsidy, after 30 June 2021 except if approved by us in writing;
- (i) during the appointment, we will test all work to ensure the goods and services operate correctly;
- (j) we will remove all rubbish and surplus materials resulting from the performance of services on the property; and
- (k) the following work is **excluded** from the Pilot and performance of any works or services:
 - (i) retiling any disturbed tiled surfaces;
 - (ii) repainting any disturbed painted surfaces;
 - (iii) waterproofing or re-waterproofing any effected areas;
 - (iv) work or services requiring a person working to enter any confined space; and
 - (v) any other matter described as excluded work or services in the Quotation or these terms and conditions.

3. Timing for performance of services

To book a Pilot appointment, you must email WaterFixSmallBiz@sydneywater.com.au and a member of our team will get back to you between 8.00am and 4.00pm Monday to Friday (excluding public holidays),

Our qualified plumbers are available by appointment between:

- 7 am and 6 pm on weekdays, and
- 8 am and 4 pm on Saturdays (Saturday surcharge applies)

Please note, that to complete some work such as tap replacements, our plumber may need to isolate or turn off the water supply for a duration of time.

4. Quotation

Where work is identified in our water efficiency assessment, our licensed plumber may provide you with a quote for the work on the basis of the rates and charges set out in the Schedule (**Quotation**). If you accept our Quotation and the carrying out of any further work:

- (a) you must sign and return the Quotation to us or our licensed plumber;
- (b) you must agree with the licensed plumber to work being carried out immediately or request a follow-on appointment before 30 June 2021 for the carrying out of the quoted scope of work; and
- (c) you accept that the work may need to be carried out, or completed, on a return visit but before 30 June 2021 (except if another date is agreed by us in writing).

5. Subsidy

- (a) We may offer to subsidise the costs of any works, goods and services up to a maximum value of \$1,000 (GST inclusive) based on the rates set out in the Schedule for:
 - (i) the cost of attending and carrying out the water efficiency assessment at the appointed time; and
 - (ii) the cost of any recommended works, services and goods (including the installation of goods) eligible for the subsidy forming part of the Pilot so long as you use our licensed plumber to carry out the work and we are satisfied the work and services result in water leakage savings.
- (b) Any subsidy will be deducted from the total overall costs of the works and services and applies only to works and services carried out as part of the Pilot.

6. Cancelling the services

- (a) You may cancel an appointment without incurring any costs by emailing WaterFixSmallBiz@sydneywater.com.au at least four hours before the scheduled appointment time if it is scheduled from or after 11am. However, if the appointment is scheduled before 11am, you must give

notice by 5pm the previous business day.

- (b) If you do not cancel within the timeframes set out in 6(a) or we are prevented from accessing the property at the appointed time, we may charge you a missed appointment charge as set out in the Schedule which will not form part of any subsidy and may cancel your order for services.
- (c) If work has already commenced or a charge for the services has already been incurred before a later cancellation or we are prevented from accessing the property at the appointed time, you will remain and be liable for:
 - (i) the cost of the work or services that has been done to date (on a pro rata basis)
 - (ii) any work required to return the property to a safe condition (at Sydney Water's discretion, acting reasonably), and
 - (iii) any other charges incurred as identified in the Quotation.
- (d) Any missed appointment charge or other fee will appear on your Sydney Water bill.

7. Authority

When you sign a Letter of Authority, make an appointment for these services or order the services (including under any Quotation or resulting from recommendations arising out of the water efficiency assessment), you are:

- (a) deemed to accept and be bound by these terms and conditions;
- (b) confirming you are authorised to pay for the goods and services provided and installed by us in accordance with these terms and conditions;
- (c) consenting to Sydney Water's staff and contractors entering the property to supply the services at the time agreed with us or our plumber; and
- (d) accepting full ownership and responsibility of any goods provided.

8. Your obligations

You must:

- (a) provide us with current contact details. If we are unable to contact you, we may cancel your order for the services, further participation in the Pilot and add charges incurred to your Sydney Water bill
- (b) be at the property (or arrange for an authorised person to be present) and be available to give us and the plumber access to supply the services at the scheduled appointment time. Different services will require different lengths of time to complete, but as an indicator, please allow two hours per toilet installation and up to one hour for other services;
- (c) give us and the plumber access to all areas of the property needed to provide the services;
- (d) give the plumber any information you have which may assist in locating water service infrastructure at the property;
- (e) alert the plumber to any known risks or hazards at the property, including but not limited to animals, plant, equipment, electrical/wiring issues, and unsafe flooring;
- (f) allow the plumber to photograph the water infrastructure and any work completed, including water meters, taps, toilet suites and surrounding areas if required;
- (g) sign the Completion of Work form provided by the plumber if you agree that the services you requested have been supplied; and
- (h) pay all charges for the services supplied in accordance with these terms and conditions and the Schedule.

9. Charges

- (a) You must pay the charges for any services you have accepted, and you agree that that we can add all fees and charges to your Sydney Water bill for the property.

- (b) All charges are payable in one single payment due on the same date as your other Sydney Water charges. If we don't add the charges to your next Sydney Water bill, we are entitled to add the charges to the following Sydney Water bill.
- (c) If a single charge totals over \$200 (including GST), you may elect to pay under a deferred payment option with four equal instalments over four consecutive Sydney Water bills. If you choose to pay under this option, you must pay a deferred payment administration charge.
- (d) If your business leaves the property or changes ownership before any part of the charges are paid in full, you agree to pay the charges on or before the property is vacated and/or the settlement of the transfer of ownership.

10. Failure to pay charges

If you do not pay the charges in full by the due date, we can at our option charge you interest at the rate charged on overdue amounts on your Sydney Water bill.

11. Warranty

The plumber must perform the services in a proper and workmanlike manner, with a reasonable standard of care. The goods supplied by us must be fit for their intended purpose and of merchantable quality. If you have any warranty questions, please email WaterFixSmallBiz@sydneywater.com.au.

The warranty period is 3 months for labour and 12 months for parts and materials.

12. Assessment and compilation of statistics

- (a) You consent to us reviewing your water usage over time, including by analysing water bills and use of a data logging device attached to your water meter, to determine the impact of the services on your water use, and to also assist with determining whether to continue with a scheme or similar scheme (including future pricing) for small businesses in our area of operations.
- (a) We may ask you to provide information about your business activity indicators as referred to on our website to help us determine your water savings.
- (b) We may request your permission to inspect the work done after its completion for quality assurance. You are not obliged to accept this request.
- (c) We may ask you to provide information about your electricity usage to help us determine if the program is helping to save energy. You are not obliged to accept this request.
- (d) We will only use the information obtained under this clause 12 to gather statistics. Unless we have your consent, we will de-identify any information you provide to protect your privacy.

13. Privacy notice

We will collect the Personal Information you give us to administer WaterFix® Small Business, supply services to you under WaterFix® Small Business Pilot and assess the impact of WaterFix® Small Business Pilot on water and energy consumption.

We may also use your Personal Information to alert you to other service and product offerings we may have from time to time.

You have a right to access and modify your Personal Information that we retain. This clause does not affect the limitations on use of your information.

14. Sydney Water's limitation of liability

- (a) To the extent permitted by law, Sydney Water's liability for a breach of a condition or warranty implied into these terms and conditions by the *Competition and Consumer Act 2010 (Cth)* other than a condition or warranty which cannot be excluded under that Act is limited to:
 - (i) replacing the goods or supplying equivalent goods, and



- (ii) supplying the services again or paying the cost of having the services supplied again.
- (b) Sydney Water is not liable:
 - (i) to you or any other person for any claim, loss or damage suffered as a consequence of the installation of any device or undertaking of any service under the Pilot, or
 - (ii) for the voiding of any warranties of any existing fittings resulting from the retrofitting of any existing fitting with a water saving device.
- (c) You release Sydney Water from any claim that you or any other person may have as a consequence of us accessing your Property or business and providing you with the services.

15. Governing Law

These terms and conditions are governed by the law of New South Wales and the parties accept the non-exclusive jurisdiction of the courts of New South Wales.

16. Definition

Expression	Meaning
Letter of Authority	Means the WaterFix® Small Business Pilot Letter of Authority in a form provided by Sydney Water and executed by the owner and tenant of the property.
Personal information	Information which identifies you or from which your identity can be reasonably ascertained.
Pilot	Means the WaterFix® Small Business Pilot
Quotation	Has the meaning given to that term in clause 3.
WaterFix® Small Business Pilot	Our water efficiency pilot program involving a licensed plumber checking the property for water leaks and recommending ways to save water through repairs and water efficient fittings. The outcome of the water efficiency assessment may result in carrying out further services and works, and installation of goods, as part of the Pilot.
Schedule	The WaterFix® Small Business Schedule of Services and Charges that sets out the services we offer under WaterFix® and their respective charges.
Sydney Water, we, us, our	Sydney Water Corporation of 1 Smith Street Parramatta, NSW, 2124 (ABN 49 776 225 038).
Terms and conditions	These WaterFix® Small Business Pilot Terms and conditions of supply and the <i>Schedule of Services and Charges</i> .
You, your	The eligible person (owner or tenant, as the case may be) who consents to the WaterFix® Small Business Pilot services being carried out on the property.

Contact us

Email WaterFixSmallBiz@sydneywater.com.au