



## Terms and conditions of supply, May 2019

If you're assessed as eligible to receive goods and services that we supply under the PlumbAssist® program, the following Terms and conditions apply.

### 1. Eligibility

To be eligible to receive services under PlumbAssist®:

- (a) you must be assessed as eligible by a Sydney Water Customer Care case coordinator
- (b) you must reside in and own the residential property that will receive the service
- (c) your property must have an authorised or approved connection to a water main owned by Sydney Water
- (d) you must not own or part-own another property.

### 2. The services

The services will be supplied by one of our licensed contractor plumbers at no cost. Our plumbers are available between 7.30 am and 6 pm weekdays only. When you book an appointment, you are bound by these Terms and conditions.

### 3. Repair work

Where repair work is identified, our plumber will provide you with a list of items that need repair. Some items may need to be repaired on a return visit.

When the work is finished, we will test all items that are repaired and remove our own rubbish and any excess material from your property.

The following work is **excluded** from the service:

- Refinishing stencilled, stamped or patterned concrete surfaces.
- Retiling/painting or re-waterproofing any tiled or other affected surfaces.
- Removing trees.
- Repairing or replacing sewers.

### 4. Cancelling the services

You can cancel an appointment by calling **1800 807 475** at least four (4) hours before the scheduled time. To cancel appointments scheduled before 11 am, you must give us notice the previous day.

If work has commenced before you cancel the service, you may not be eligible to receive further services in the future. We may charge a call out fee if you cancel the services more than once.

## 5. Authority

When you agree to accept the service, you:

- (a) confirm that you are the owner of the property and have the capacity to accept and be bound by these Terms and conditions
- (b) consent to our staff and contractors entering your property to supply the services
- (c) accept full ownership and responsibility of any goods provided.

## 6. Your obligations

You must:

- (a) be present at the property (or an adult member of the household must be present) and give the plumber access to all areas of the property to provide the service
- (b) give the plumber any information you may have to assist in locating water service infrastructure at your property
- (c) alert the plumber about any risk or hazards at the property, including but not limited to dogs, electrical/wiring issues and unsafe flooring
- (d) allow the plumber to photograph the water infrastructure, work completed, taps, toilets and surrounding areas if required
- (e) sign the Completion of Works form provided by the plumber
- (f) agree to pay applicable charges that may apply for the service.

## 7. Charges

We will provide the PlumbAssist® service at no cost to you. However, charges may apply if you:

- (a) cancel the services and do not give us notice
- (b) cancel an appointment more than once
- (c) are not home at the scheduled time.

## 8. Failure to pay charges

If you do not pay charges by the due date, we can at our option:

- (a) charge you interest at the rate charged on overdue amounts on your Sydney Water bill
- (b) restrict the supply of service to you in accordance with our *Customer Contract*.

## 9. Warranty

The plumber will perform the services in a proper and workmanlike manner, with a reasonable standard of care. The goods supplied will be fit for purpose and of merchantable quality. If you have any warranty questions, please call **1800 807 475**.

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

## 10. Audit and compilation of statistics

- (a) We may ask to inspect and audit any work completed by our plumber.
- (b) We may ask you to provide information on your electricity usage to help us determine if the program is helping to save energy.
- (c) We only use the information you give us under this clause to gather statistics. We will de-identify any information you provide to protect your privacy.

## 11. Privacy notice

We will collect the personal information you give us to administer PlumbAssist®, supply services to you and assess the impact of PlumbAssist® on water and energy consumption.

We may also use your personal information to alert you to other services and products 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.

## 12. Sydney Water's limitation of liability

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:

- (a) replacing the goods or supplying equivalent goods
- (b) supplying the services or paying the cost of having the services supplied again.

## 13. 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.

## 14. More information

Visit [sydneywater.com.au/helpwithyourbill](https://sydneywater.com.au/helpwithyourbill)

Call 13 20 92

Email [plumbassist@sydneywater.com.au](mailto:plumbassist@sydneywater.com.au)