

Sydney Water Operating Licence 2024-2028



Sydney
WATER

Acknowledgment of Country

Sydney Water respectfully acknowledges the Traditional Custodians across the Dharawal, Gunndungurra, Darkinjung, Dharug and Eora nations where we work, live and learn.

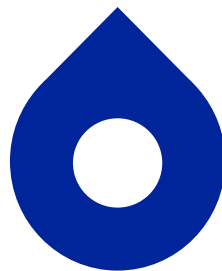
Their lore, traditions and customs nurtured and continue to nurture the waters, both saltwater and sweetwater, in our operating area, creating wellbeing for all.

We pay our deepest respect to Elders, past and present. We acknowledge their deep connections to the land and waters.

We are committed to reconciliation and partnering with our Traditional Custodians, to ensure ongoing collaboration on Caring for Country now and into the future, learning from traditional and contemporary approaches, while maintaining and respecting cultural and spiritual connections.



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Part 1

Licence context



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1. Objective of this licence

(1) The objectives of this licence are to:

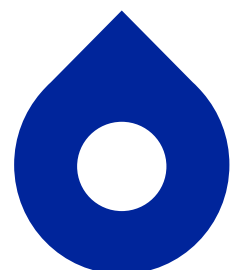
- (a) authorise and require Sydney Water to provide, construct, operate, manage and maintain efficient, co-ordinated and commercially viable systems and services for:
 - (i) storing and supplying water that is fit for purpose,
 - (ii) providing wastewater services,
 - (iii) providing stormwater drainage systems, and
 - (iv) disposing of wastewater and supporting the treatment and reuse of wastewater,
- (b) require Sydney Water to conduct these activities in a manner that:
 - (i) is efficient, resilient, reliable, sustainable and equitable,
 - (ii) supports the long-term interests of customers, consumers and the community,
 - (iii) protects the environment,
 - (iv) considers the impacts of climate change, and
 - (v) considers equity within and between generations, and
- (c) set efficient and effective terms and conditions, including quality and performance standards, that Sydney Water must meet when supplying or providing services in a way that:
 - (i) supports its principal objectives under the *Sydney Water Act 1994* (**Act**) and the *State Owned Corporations Act 1989*, and
 - (ii) does not prevent or hinder competition.

2. Definitions and interpretation

- (1) Part 11 (Miscellaneous) contains overarching rules and principles that apply to the obligations in this licence.
- (2) Part 12 (Interpretation and Dictionary) contains interpretation rules and a dictionary defining words used in this licence.

3. Area of operations

- (1) This licence applies to the area of operations specified in Schedule A.
- (2) Sydney Water must maintain a map of its area of operations on its website at all times.



4. Term of this licence

The term of this licence is 4 years from 1 July 2024.

5. Licence amendment or substitution

(1) The Governor may, after following the procedural requirements in section 16(2) of the Act, amend or substitute this licence by notice in the Gazette.

(2) The amendment or substitution will take effect on the date the notice is published in the Gazette, or on such later date specified in the notice.

Note: The Customer Contract may be varied by Sydney Water in accordance with section 59 of the Act and clause 2.6 of the Customer Contract. Such a variation is not an amendment to this licence for the purpose of section 16 of the Act.

6. Non-exclusive licence

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 provided by Sydney Water.

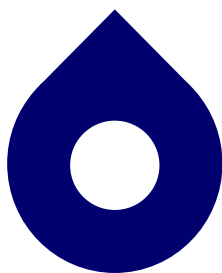
7. Pricing

(1) Sydney Water must fix, and impose, fees and charges payable for its services in accordance with:

- (a) the terms of this licence,
- (b) the Act, and
- (c) maximum prices or methodologies for fixing maximum prices determined for its services under the *Independent Pricing and Regulatory Tribunal Act 1992* (**IPART Act**).

(2) Sydney Water may fix, and impose, fees and charges for its services that are lower than the maximum prices determined under the IPART Act:

- (a) with the approval of the Treasurer under section 18 of the IPART Act, or
- (b) in accordance with concessions provided for by the Customer Contract.



Part 2

Licence authorisation

A man in a yellow high-visibility jacket is working on a shower head in a tiled bathroom. He is holding the shower head with both hands, and a flexible hose is attached to it. The background is a white tiled wall. There are large white water drop icons at the top and bottom of the page.

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8. Licence authorisation

(1) This licence authorises and requires Sydney Water to provide, construct, operate, manage and maintain in the area of operations:

- (a) efficient, co-ordinated and commercially viable systems and services for:
 - (i) storing and supplying water,
 - (ii) providing wastewater services, and
 - (iii) disposing of wastewater,
- (b) 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.

(2) This licence authorises (but does not require) Sydney Water to provide, construct, operate, manage and maintain efficient, co-ordinated and commercially viable systems and services:

- (a) for treating wastewater and stormwater for reuse, including allowing third parties to access wastewater and stormwater for treatment and reuse.
- (b) in excess of the stormwater drainage system referred to in clause 8(1)(b), including (for the avoidance of doubt) to:
 - (i) enhance, expand and add capacity to the stormwater drainage system described in section 14(1)(b) of the Act,
 - (ii) engage in stormwater quality management as necessary to manage impacts of stormwater on waterway health, and
 - (iii) engage in stormwater catchment management, including co-ordination with councils and other parties responsible for stormwater management in the area of operations.

(3) This licence authorises Sydney Water to provide facilities or services that are necessary, ancillary or incidental to the matters referred to in clauses 8(1)-(2).

9. Obligation to make services available

(1) Sydney Water must provide services for the supply of drinking water on request to:

- (a) each property in the area of operations for which a connection is available to Sydney Water's water supply system, and
- (b) WIC Act licensees that operate water industry infrastructure connected to, or for which a connection is available to, Sydney Water's water supply system.

(2) Sydney Water must provide services for the disposal of wastewater on request to:

- (a) each property in the area of operations for which a connection is available to Sydney Water's wastewater system, and
- (b) WIC Act licensees that operate water industry infrastructure connected to, or for which a connection is available to, Sydney Water's wastewater system.

(3) In complying with the obligations under clause 9(1) and clause 9(2), Sydney Water may impose reasonable conditions to ensure the safe, reliable and commercially viable supply of water and disposal of wastewater.

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Water conservation and planning

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10. Water conservation

10.1 Water conservation plan

(1) Sydney Water must, from 1 December 2024, maintain a water conservation plan that:

- (a) is consistent with the NSW Water Efficiency Framework (published by the NSW Government in August 2022),
- (b) considers the strategic context provided by the Greater Sydney Water Strategy,
- (c) demonstrates how Sydney Water contributes to the water conservation and efficiency goals set by the Greater Sydney Water Strategy,
- (d) demonstrates how Sydney Water contributes to any subsequent monitoring, evaluation, reporting or annual reviews of the Greater Sydney Water Strategy,
- (e) considers any guidance that the Minister provides to Sydney Water, and
- (f) considers a range of options for water conservation including, at a minimum, water efficiency (including consumer behaviour programs), leakage reduction and recycled water, and identifies proposed programs and projects over the life of the water conservation plan

(the **water conservation plan**).

(2) For the purposes of (1)(f), for each program and project, the water conservation plan must:

- (a) assess the proposed program or project against the current economic method and identify:
 - (i) the expected water savings,
 - (ii) the expected costs,
 - (iii) whether it is currently economic and, if it is not, whether it may later become economic, and
 - (iv) if it is not economic, whether it contributes to wider policy objectives,
- (b) explain whether it furthers the objectives set out in clause 1(1)(b),
- (c) explain whether Sydney Water has implemented it or is proposing to implement it at a later date or in specific circumstances and how and when Sydney Water will implement it, and
- (d) if Sydney Water is proposing not to implement it, explains the reasons for the decision.

(3) Sydney Water must, by 30 November each year:

- (a) review and update the water conservation plan to:
 - (i) identify activities carried out under the plan over the immediately preceding financial year (and, for the 2024 review, the activities carried out under its existing plan maintained under clause 10.1(5)), including information on any programs and projects researched, piloted, or developed (including expenditure on these activities),

- (ii) assess its progress towards meeting the overall objectives of the plan,
 - (iii) ensure the plan is meeting its objectives, and, once applicable, the requirements of clause 10.1(1), and
 - (iv) update the forward-looking component of the plan to cover the upcoming 5 years,
 - (b) submit to the Department and IPART:
 - (i) the updated plan, and
 - (ii) a report outlining the outcomes of the annual review and the reasons for any changes to the plan, and
 - (c) make the updated plan and report following the annual review publicly available.
- (4) Sydney Water must implement and comply with the water conservation plan.
- (5) Until Sydney Water has developed the water conservation plan required by clause 10.1(1), it must maintain, implement and comply with its existing water conservation plan.

10.2 Current economic method

- (1) Sydney Water must make the following publicly available:
- (a) the economic level of water conservation (as the value of water in dollars per kilolitre and as the quantity of savings in megalitres per day) determined in accordance with the current economic method,
 - (b) the current economic method, and
 - (c) a plain English summary of the current economic method.
- (2) Sydney Water must:
- (a) update the economic level of water conservation using the current economic method annually by 30 September of each year,
 - (b) review and update the current economic method if requested to do so by the Minister, and
 - (c) in reviewing the current economic method, consider any matters specified by the Minister.
- (3) Sydney Water may review and update the current economic method at any time with the Minister's approval.

10.3 Climate-related planning and risk management

- (1) Sydney Water must engage in an ongoing climate risk assessment and management process that:
- (a) is consistent with the NSW Government's Climate Risk Ready Guide (published March 2021) and addresses climate-related risks specifically, including priority risks, mitigation actions and adaptation actions,
 - (b) furthers the objectives set out in clause 1(1)(b) of this licence, and
 - (c) considers, where appropriate:
 - (i) principles of the NSW Government's Climate Change Adaptation Strategy (published June 2022), and
 - (ii) updated or replacement guidance material on climate risk assessment and management as it is released by the NSW Government and other bodies Sydney Water identifies as relevant.

(2) Sydney Water must, on the enterprise scale, meet an embedded level of climate risk management maturity, as defined in the NSW Government's Climate Risk Ready Guide, by:

(a) 30 June 2027, or

(b) another date nominated by Sydney Water and approved by IPART.

(3) Sydney Water must, on the enterprise scale, make reasonable progress towards meeting an advanced level of climate risk management maturity, as defined in the NSW Government's Climate Risk Ready Guide, by:

(a) 30 June 2028, or

(b) another date nominated by Sydney Water and approved by IPART.

11. Water planning

11.1 Greater Sydney Water Strategy

(1) Sydney Water must engage in water planning for Greater Sydney that is consistent with the priorities in the Greater Sydney Water Strategy.

(2) Sydney Water must cooperate with the Department in any review of the Greater Sydney Water Strategy.

11.2 Greater Sydney drought response plan

Sydney Water must:

(a) cooperate with Water NSW to jointly review the Greater Sydney Drought Response Plan each calendar year, and consult with the Department on the review,

(b) use its best endeavours to develop with the Department and Water NSW an agreed approach to the annual review (including timeline, roles and responsibilities),

(c) jointly (with Water NSW) submit to the Minister an updated Greater Sydney Drought Response Plan and a report outlining the outcomes of the annual review and the reasons for any changes to the plan, by:

(i) 31 December each year, or

(ii) another date nominated by Sydney Water and approved by IPART, and

(d) make a summary of the updated plan publicly available by:

(i) 31 January each year, or

(ii) another date nominated by Sydney Water and approved by IPART.

11.3 Water supply augmentation planning

(1) Sydney Water must engage in ongoing water supply augmentation planning that includes:

(a) assessment of the need for water supply augmentation,

(b) identification of water supply augmentation options, including capital and non-capital options,

(c) whole-of-system assessment of water supply augmentation options and prioritisation,

(d) concept development and feasibility studies for preferred water supply augmentation options, and

(e) costings of preferred water supply augmentation options.

(2) Sydney Water must:

- (a) maintain a memorandum of understanding or an agreement with Water NSW about water supply augmentation planning for Greater Sydney, and
- (b) comply with that memorandum of understanding or agreement.

(3) The memorandum of understanding or agreement referred to in clause 11.3(2) must include processes for:

- (a) Water NSW to assist Sydney Water with water supply augmentation planning by providing Sydney Water with:
 - (i) data, information and knowledge, and
 - (ii) resourcing support, including access to Water NSW subject-matter experts,
- (b) Water NSW to consult with Sydney Water on system yield calculations, and
- (c) Sydney Water to consult with Water NSW on:
 - (i) projects that may impact system yield, and
 - (ii) water supply augmentation options that may have implications for Water NSW.

(4) Sydney Water must notify Water NSW and the Minister as soon as reasonably possible:

- (a) if Sydney Water considers that future demand for water may exceed the system yield, and
- (b) when this exceedance might occur.

(5) In this clause 11.3, **system yield** means the system yield determined by Water NSW under the current Water NSW operating licence.

11.4 Annual production requests to Sydney Desalination Plant

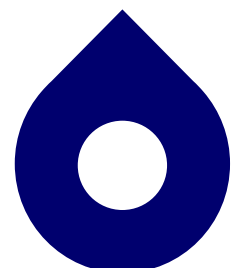
(1) Sydney Water must make annual production requests consistent with the decision framework.

(2) In this clause 11.4, **annual production requests** and **decision framework** have the meaning provided in the network operator's licence for the Sydney Desalination Plant Pty Limited (ACN 125 935 177) granted under the WIC Act or, in the case of 'decision framework', any updated decision framework the Sydney Desalination Plant is required to comply with.

11.5 Long-term capital and operational plan

(1) Sydney Water must maintain a long-term capital and operational plan that:

- (a) identifies future water supply, wastewater and stormwater needs,
- (b) identifies and assesses long-term investment options for meeting those needs and delivering the best long-term value to customers – this includes considering:





- (i) the Greater Sydney Water Strategy,
- (ii) integrated water cycle management, and
- (iii) the management of ageing assets in a way that furthers the objectives set out in clause 1(1)(b) of this licence,

(c) considers any guidance the Minister provides to Sydney Water.

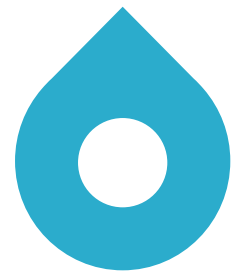
(2) Sydney Water must review and update its long-term capital and operational plan and submit a copy of the updated plan, along with a report explaining the outcome of the review and any changes to the plan, to the Minister:

(a) at least once between 1 July 2024 and 30 June 2028, and

(b) on request by the Minister with any additional review to be completed within the timeframe requested by the Minister.

(3) Sydney Water must in a review of its plan, consult with Water NSW and the Department and consider Water NSW's and the Department's input.

(4) Sydney Water must cooperate with Water NSW in Water NSW's review of its own long-term capital and operational plan.



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12. Water quality management systems

- (1) Sydney Water must maintain a water quality management system for drinking water that is consistent with:
- (a) any health-based requirements for drinking water specified by NSW Health, and
 - (b) subject to (a):
 - (i) the Australian Drinking Water Guidelines, or
 - (ii) an updated or replacement version of the Australian Drinking Water Guidelines nominated by Sydney Water and approved by IPART,**(drinking water quality management system).**
- (2) Sydney Water must maintain a water quality management system for recycled water that is consistent with:
- (a) any health-based requirements for recycled water specified by NSW Health, and
 - (b) subject to (a):
 - (i) the Australian Guidelines for Water Recycling, or
 - (ii) an updated or replacement version of the Australian Guidelines for Water Recycling nominated by Sydney Water and approved by IPART,**(recycled water quality management system).**
- (3) Sydney Water must implement and comply with:
- (a) the drinking water quality management system, and
 - (b) the recycled water quality management system,
- (together water quality management systems).**
- (4) Sydney Water must consult with NSW Health about any proposed significant changes to its water quality management systems and must notify NSW Health and IPART of any significant changes made in accordance with any requirements in the reporting manual.
- (5) Sydney Water must include in its water quality management systems processes for classifying and notifying water quality incidents to NSW Health.
- (6) Sydney Water must immediately notify NSW Health of water quality incidents in accordance with the relevant process in the water quality management systems.
- (7) Sydney Water must submit quarterly water quality monitoring reports to IPART and NSW Health in accordance with the reporting manual.
- (8) In this clause 12:

Australian Drinking Water Guidelines means the “*Australian Drinking Water Guidelines 2017*” published by the National Health and Medical Research Council and the Natural Resource Management Ministerial Council and updated in September 2022.

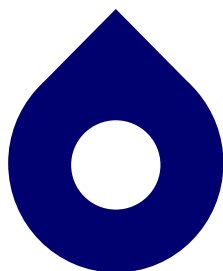
Australian Guidelines for Water Recycling means the “*Australian Guidelines for Water Recycling: Managing Health and Environmental Risks (Phases 1 and 2)*” published by the Environment Protection and Heritage Council, the Natural Resource Management Ministerial Council and the National Health and Medical Research Council or the Australian Health Ministers’ Conference.

13. Fluoridation Code

(1) To the extent Sydney Water is authorised or directed to fluoridate drinking water under the *Fluoridation of Public Water Supplies Act 1957*, Sydney Water must, subject to that Act, comply with:

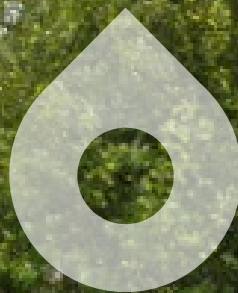
- (a) any requirements for fluoridation specified by NSW Health, and
- (b) subject to (a), the Fluoridation Code.

(2) In this clause 13, **Fluoridation Code** has the meaning given in the *Fluoridation of Public Water Supplies Regulation 2022*.



Part 5

Performance standards for service interruptions



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14. Water continuity standard

- (1) Sydney Water must ensure that, in each financial year, at least 98.00% of properties that Sydney Water supplies drinking water to are unaffected by an unplanned water interruption (the **water continuity standard**).
- (2) Subject to clause 14(3), a property is taken to have experienced an unplanned water interruption for the purposes of the water continuity standard if:
 - (a) the supply of drinking water at the first cold water tap of the property is interrupted,
 - (b) it takes more than 5 continuous hours for a normal supply of drinking water to be restored to the property, and
 - (c) the occupant of the property does not receive notice from Sydney Water of the proposed interruption at least:
 - (i) for an occupant of a residential property, 2 days prior to the interruption, or
 - (ii) for an occupant of a non-residential property, 7 days prior to the interruption.
- (3) A property is taken not to have experienced an unplanned water interruption for the purposes of the water continuity standard if the interruption is caused by:
 - (a) a third party, or
 - (b) a power failure.
- (4) For the purpose of the water continuity standard:
 - (a) each separately billed part of a multiple occupancy property is to be counted as a separate property, and
 - (b) each separate instance, in a financial year, of a single property experiencing an unplanned water interruption is to be counted as a separate property that has experienced an unplanned water interruption (but not as a separate property to which Sydney Water supplies drinking water).

15. Water pressure standard

- (1) Sydney Water must ensure that, in each financial year, at least 99.99% of properties that Sydney Water supplies drinking water to receive a drinking water supply service affected by fewer than 12 water pressure failures (the **water pressure standard**).
- (2) Subject to clause 15(3), a property is taken to have experienced a water pressure failure for the purposes of the water pressure standard if it experiences pressure of less than 15 metres head of pressure (measured at the point of connection of the property to Sydney Water's drinking water supply system) for a continuous period of one hour or more.
- (3) A property will not be taken to have experienced a water pressure failure for the purposes of this clause 15 if that water pressure failure is caused by:
 - (a) an ongoing planned water interruption or unplanned water interruption,
 - (b) water usage in the case of a fire or other abnormal demand, or
 - (c) a short term or temporary operational problem (such as a main break), including where caused by a third party, that is remedied within 4 days of its commencement.

(4) For the purposes of the water pressure standard:

- (a) where a property experiences multiple water pressure failures in a day, only one of those water pressure failures is to count as a water pressure failure experienced by the property,
- (b) where a property experiences a water pressure failure that affects more than one day, each day affected is to be counted as a separate water pressure failure,
- (c) each separately billed part of a multiple occupancy property is to be counted as a separate property,
- (d) each property that is affected by 12 or more water pressure failures in a financial year is to be counted once only as a property that has been affected by 12 or more water pressure failures in that financial year, and
- (e) a property in a property cluster is not to be counted if:
 - (i) the property was connected for the first time to Sydney Water's drinking water supply system on or after 1 July 2020, and
 - (ii) Sydney Water informed the owner before or at the time of connection of:
 - (A) the risk of recurring water pressure failures should the property be connected to that system, and
 - (B) options to reduce that risk.

16 Dry weather wastewater overflow standard

(1) Sydney Water must ensure that, in each financial year, at least:

- (a) 99.28% of properties that Sydney Water supplies a wastewater service to (but excluding public properties) receive a wastewater service unaffected by an uncontrolled wastewater overflow, and
 - (b) 99.99% of properties that Sydney Water supplies a wastewater service to (but excluding public properties) receive a wastewater service affected by fewer than 3 uncontrolled wastewater overflows,
- (the **dry weather wastewater overflow standard**).

(2) For the purposes of the dry weather wastewater overflow standard:

- (a) each multiple occupancy property is to be counted as a single property,
- (b) for the purposes of clause 16(1)(a), each separate instance, in a financial year, of a single property experiencing an uncontrolled wastewater overflow is to be counted as a separate property that has experienced an uncontrolled wastewater overflow (but not as a separate property that Sydney Water supplies a wastewater service to), and
- (c) for the purposes of clause 16(1)(b), each property that experiences 3 or more uncontrolled wastewater overflows in a financial year is to be counted only once as a property that has experienced 3 or more uncontrolled wastewater overflows.



17. Identifying system interruptions

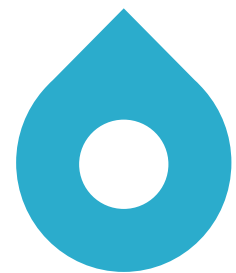
- (1) Sydney Water must maintain monitoring systems and processes:
 - (a) to identify unplanned water interruptions, water pressure failures and uncontrolled wastewater overflows, and
 - (b) that use the best available information, including:
 - (i) information on incidents notified by customers or the community,
 - (ii) water pressure data, where available, and
 - (iii) data obtained through Sydney Water's data collection systems and hydraulic analysis,(the **monitoring system**).
- (2) Sydney Water must implement the monitoring system maintained under this clause.

18 Interpretation of standards

In the case of any ambiguity in the interpretation or application of the water continuity standard (clause 14), the water pressure standard (clause 15) or the dry weather wastewater overflow standard (clause 16), Sydney Water must refer the issue to IPART for clarification.

19 Asset management

- (1) Sydney Water must maintain an asset management system for Sydney Water's assets that is consistent with:
 - (a) the Australian Standard *AS ISO 55001:2014 Asset management – Management systems – Requirements*, or
 - (b) another asset management standard nominated by Sydney Water and approved by IPART(the **asset management system**).
- (2) Sydney Water must implement and comply with the asset management system.
- (3) Sydney Water must submit biennial asset management reports to IPART in accordance with the reporting manual.



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Customers and consumers



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20. Customer Contract

- (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. The Customer Contract, as at 1 July 2024, is set out in Schedule B of this licence.
- (2) Sydney Water must make a copy of the Customer Contract publicly available.
- (3) If the Customer Contract is varied under section 59 of the Act, Sydney Water must make a copy of the varied Customer Contract publicly available from the date the variation takes effect.

21. Consumers

- (1) Sydney Water must, in its dealings with consumers, act in accordance with its obligations under the following clauses of the Customer Contract as though the consumers were parties to the Customer Contract:
 - (a) Clause 2.2 - Who is covered by this contract?
 - (b) Clause 2.4 - When does this Customer Contract commence?
 - (c) Clause 2.5 - When does this Customer Contract end?
 - (d) Clause 2.6 - Variation of this Customer Contract
 - (e) Clause 6 - What you can do if you are unable to pay your bill
 - (f) Clause 7.5 - Limitations on restriction or disconnection
 - (g) Clause 12.3 - Forms of redress
 - (h) Clause 12.4 - Claim for monetary compensation
 - (i) Clause 13 - What you can do if you are unhappy with our services
 - (j) Clause 14 - Who you should contact
 - (k) Clause 15 - Consultation, information and privacy.
- (2) Sydney Water must, from 30 November 2024, make information publicly available that is specifically targeted at tenants who are consumers and that:
 - (a) explains how Sydney Water will act in its dealings with tenants who are consumers, and
 - (b) includes an explanation of the matters dealt with by the Customer Contract referred to in clause 21(1) and their application to tenants with the explanation, at a minimum, to include an equivalent level of detail as relevantly provided in the Customer Contract.

22. Providing information to customers

- (1) Sydney Water must prepare one or more summaries that:
 - (a) provide a brief explanation of the Customer Contract, including the rights and protections available to customers,
 - (b) outline the types of relief available for customers experiencing payment difficulties,
 - (c) outline the rights of customers to claim a rebate and the conditions that apply to those rights,

- (d) contain information about how to contact Sydney Water by telephone, email or post, including the contact centre, and
- (e) explain that customers may enter into negotiated agreements with Sydney Water separate to the Customer Contract for the provision of services.

(2) Sydney Water must:

- (a) make the summaries publicly available, and
- (b) notify all residential customers that the summaries are publicly available at least once each financial year using the method chosen by the customer to receive their bill.

23. Payment assistance options

(1) Sydney Water must maintain a payment assistance policy that deals with customers and consumers experiencing payment difficulty.

(2) Sydney Water must implement and comply with the payment assistance policy.

(3) The payment assistance policy must, at a minimum, provide for:

- (a) assistance to residential customers experiencing payment difficulty to better manage their current and future bills,
- (b) procedures for residential customers to enter a payment plan where they are experiencing payment difficulties,
- (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) processes for self-identification, identification by community welfare organisations and identification by Sydney Water of residential customers experiencing payment difficulties.

(4) Sydney Water must:

- (a) make the payment assistance policy publicly available,
- (b) notify all residential customers that the payment assistance policy is publicly available at least once each financial year using the method chosen by the customer to receive their bill, and
- (c) provide the payment assistance policy to each residential customer that Sydney Water identifies is experiencing payment difficulty within one business day of the date that Sydney Water first identifies that the customer is experiencing payment difficulty.

24. Family violence policy

(1) Sydney Water must maintain a family violence policy that deals with customers and consumers experiencing family violence.

(2) Sydney Water must implement and comply with the family violence policy.

(3) From 30 November 2024, the family violence policy must, at a minimum, provide for:

- (a) the identification of customers and consumers experiencing family violence,
- (b) the protection of private and confidential information,
- (c) processes that minimise the reliance on individuals to disclose their family violence or to provide evidence of their family violence,

- (d) processes for customers and consumers experiencing family violence to nominate their preferred method of communication and when they can be contacted,
- (e) processes for referrals to local specialist support services, and
- (f) in the case of customers and consumers who own or occupy a residential property, access to payment assistance options, including the option to miss payments without:
 - (i) fees for late or dishonoured payments being charged,
 - (ii) services being restricted, disconnected or legal action being taken, and
 - (iii) debts being sold to third parties.

(4) Sydney Water must:

- (a) make the family violence policy publicly available,
- (b) notify all residential customers that the policy is publicly available at least once each financial year using the method chosen by the customer to receive their bill.

25. Engaging customers and consumers

- (1) Sydney Water must engage with customers, and consumers to:
 - (a) understand customer and consumer preferences and willingness to pay for service levels,
 - (b) understand how its systems and processes can support more effective and direct relationships with consumers including residential tenants,
 - (c) obtain insights on such other issues related to Sydney Water's functions under this licence that impact on customers, consumers and the community, and
 - (d) in the lead up to the end of term review referred to in clause 47, hear feedback and perspectives from customers and consumers on this licence, including the Customer Contract.
- (2) Sydney Water must establish and regularly consult with a customer and community reference group to support its engagement with customers and consumers.
- (3) Sydney Water may have more than one customer and community reference group.

26. Internal complaints handling

- (1) Sydney Water must, from 1 July 2025, maintain an internal complaints handling procedure for receiving, responding to and resolving complaints that is consistent with:
 - (a) Australian Standard AS 10002:2022 – Guidelines for complaint management in organizations, or
 - (b) another complaint management standard nominated by Sydney Water and approved by IPART,(the **internal complaints handling procedure**).

(2) Sydney Water must, from 1 July 2025, implement and comply with the internal complaints handling procedure.

(3) Until Sydney Water has developed the internal complaints handling procedure required by clause 26(1), it must maintain, implement and comply with a procedure that is consistent with Australian Standard AS/NZS 10002:2014 – Guidelines for complaint management in organizations.

(4) Sydney Water must:

(a) make a summary publicly available that explains the current procedure for handling internal complaints including how to make a complaint and how Sydney Water will receive, respond to and resolve complaints, and

(b) notify all residential customers that the summary is publicly available at least once each financial year using the method chosen by the customer to receive their bill.

27. External dispute resolution scheme

(1) Sydney Water must be a member of EWON or an alternative external dispute resolution scheme to help Sydney Water and its customers and consumers resolve disputes.

(2) Sydney Water must:

(a) make a summary publicly available that explains the right to have a complaint or dispute referred to the external dispute resolution scheme, lists the dispute resolution services provided by the scheme, and explains how to contact the scheme provider,

(b) notify all residential customers that the summary is publicly available at least once each financial year using the method chosen by the customer to receive their bill.

(3) For the purposes of this clause 27, if IPART approves an alternative external dispute resolution scheme, Sydney Water must within 30 days publish the notice required under section 59(1) of the Act to make the relevant variations to the Customer Contract (noting that any variation of the Customer Contract is subject to approval by the Governor).

(4) In this clause 27:

alternative external dispute resolution scheme means a scheme nominated by Sydney Water and approved by IPART that satisfies the following:

(a) approved by the Minister and published in the NSW Government Gazette,

(b) provides an independent dispute resolution service,

(c) free for customers and consumers, and

(d) consistent with the Commonwealth *Benchmarks for Industry-based Customer Dispute Resolution* (published March 2015).

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

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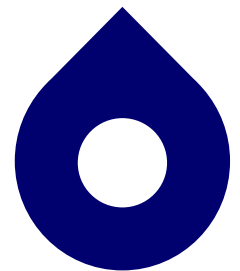
28. Memoranda of understanding with WAMC, NSW Health and EPA

- (1) Sydney Water must:
 - (a) maintain the memoranda of understanding entered into under section 35 of the Act with:
 - (i) the Water Administration Ministerial Corporation (**WAMC**),
 - (ii) the Secretary of the Ministry of Health (**NSW Health**), and
 - (iii) the Environment Protection Authority (**EPA**),
 - (b) make the memoranda of understanding publicly available, and
 - (c) comply with the memoranda of understanding.
- (2) The purpose of the memoranda of understanding referred to in clause 28(1) is to:
 - (a) form the basis for cooperative relationships between the parties,
 - (b) recognise the role of WAMC in regulating water access, use and management and Sydney Water's right to use water vested in WAMC,
 - (c) recognise the role of NSW Health in advising the NSW Government on drinking water quality standards and the supply of safe drinking water, and
 - (d) recognise the role of the EPA as the environment regulator of New South Wales.

Note: The Act, section 36 sets out procedures that must be followed if the memoranda of understanding are amended.

29. Memorandum of understanding with FRNSW

- (1) Sydney Water must:
 - (a) maintain a memorandum of understanding with FRNSW,
 - (b) make the memoranda of understanding publicly available, and
 - (c) comply with the memorandum of understanding.
- (2) The purpose of the memorandum of understanding with FRNSW is to:
 - (a) form the basis for cooperative relationships between the parties,
 - (b) set out the roles and responsibilities of the parties as they relate to each other,
 - (c) identify the needs and constraints of the parties as they relate to each other, and
 - (d) identify and develop strategies for efficient and effective provision of firefighting water consistent with the goals of each party.
- (3) The memorandum of understanding with FRNSW must establish and maintain a working group that:
 - (a) includes representatives from Sydney Water and FRNSW,
 - (b) may include representatives from other organisations such as the NSW Rural Fire Service, and
 - (c) considers, at a minimum:
 - (i) information sharing arrangements 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 affect firefighting in the network section under consideration, and
- (iv) other matters as agreed by both Sydney Water and FRNSW.

30. Information to be provided to FRNSW

(1) Sydney Water must, in accordance with this clause 30, provide the following information to FRNSW about fire hydrants in its water supply network:

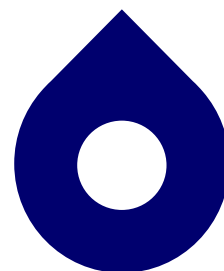
- (a) hydrant ID,
- (b) model name,
- (c) water main size, date and type,
- (d) water supply zone,
- (e) land zoning, and
- (f) fire flows (litres per second) at 95th percentile / 4 m head of pressure.

(2) Sydney Water must update its hydraulic models to include the information about fire hydrants in clause 30(1) for:

- (a) 30% of its hydraulic models by 30 June 2025 (or another date nominated by Sydney Water and approved by IPART),
- (b) 65% of its hydraulic models by 30 June 2026 (or another date nominated by Sydney Water and approved by IPART),
- (c) 85% of its hydraulic models by 30 June 2027 (or another date nominated by Sydney Water and approved by IPART),
- (d) 100% of its hydraulic models by 30 June 2028 (or another date nominated by Sydney Water and approved by IPART).

(3) Sydney Water must:

- (a) use its best endeavours to agree with FRNSW on:
 - (i) a list of fire hydrants or hydraulic models that Sydney Water will prioritise when providing the information in clause 30(1), and
 - (ii) the data type and format to provide the information,
- (b) prioritise providing the information in clause 30(1) for the fire hydrants or areas agreed with FRNSW, and
- (c) provide the information in the data type and format agreed with FRNSW.



31. Data sharing

(1) Sydney Water must maintain a data sharing agreement with the Department that identifies:

- (a) the roles and responsibilities of Sydney Water and the Department under the agreement,
- (b) the types of data and information that are covered by the agreement,
- (c) the purposes for the sharing of data and information,
- (d) the technical and quality requirements that shared data and information must meet,
- (e) agreed timelines and the format for sharing data and information,
- (f) procedures for resolving matters of conflict in providing data and information, and
- (g) other matters that Sydney Water and the Department agree are necessary to support effective collaboration on water planning and strategy.

(2) Sydney Water must comply with the data sharing agreement.

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32. Code of conduct with WIC Act licensees


- (1) Sydney Water must cooperate with any WIC Act licensee that seeks to establish with Sydney Water a code of conduct required by an approval or licence under the WIC Act.
- (2) Sydney Water must comply with a code of conduct established with a WIC Act licensee.

33. Negotiations with WIC Act licensees and potential competitors

- (1) Sydney Water must negotiate the provision of services to WIC Act licensees and potential competitors in good faith.
- (2) In this clause 33, **good faith** means acting:
 - (a) honestly (including not providing false information or concealing material facts),
 - (b) fairly and reasonably, having regard to the interests of the other party (but not to the extent of Sydney Water subordinating the interests, including long-term interests, of customers, consumers or the community), and
 - (c) consistently with the objectives of this licence, including the objective of providing services in a way that does not prevent or hinder competition.

34. Publication of servicing information

- (1) Subject to clause 34(5), Sydney Water must, for each major water system and wastewater system, make at least 10 years of servicing information publicly available.
- (2) The servicing information must include, at a minimum:
 - (a) current and projected demand, in equivalent tenements,
 - (b) current and projected capacity constraints,
 - (c) indicative costs of, and planned expenditure for, alleviating or deferring capacity constraints,
 - (d) locations where further investigation is needed, and
 - (e) key sources of information used to develop the servicing information, where those sources are publicly available.
- (3) Sydney Water must review and update the servicing information at least once before:
 - (a) 30 June 2028, or
 - (b) another date nominated by Sydney Water and approved by IPART.
- (4) Sydney Water must:
 - (a) by 30 June 2025:
 - (i) consult with WIC Act licensees or potential competitors to identify what information, in addition to the information specified in clause 34(2), they need to make informed investment decisions,
 - (ii) make publicly available a report identifying the broad types of servicing information requested by WIC Act licensees or potential competitors, and classifying that information in the following categories:



(A) information that Sydney Water currently holds and Sydney Water's timeframe for publishing such information,

(B) information that Sydney Water can reasonably determine or derive from current information, and Sydney Water's timeframe for publishing such information, and

(C) information that is not readily available or cannot reasonably be derived from current information,

(b) publish the additional servicing information referred to in clause 34(4)(a)(ii)(A) and (B) by the dates in the report.

(5) Sydney Water is not required to comply with this clause 34:

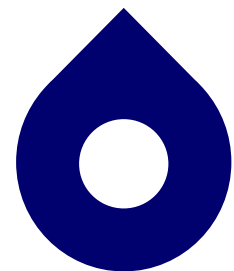
(a) in relation to a particular major water system or wastewater system, if at least 10 years of servicing information of the type specified in clause 34(2) is included in a development servicing plan covering that system, or

(b) to the extent that to do so would not be consistent with its obligations under the *Security of Critical Infrastructure Act 2018* (Cth).

(6) In this clause 34, **development servicing plan** means a development servicing plan registered by IPART under:

(a) clause 2(e) of Schedule 4 to IPART's October 2018 determination of the maximum prices for connecting, or upgrading a connection, to a water supply, sewerage, or drainage system for Sydney Water, Hunter Water and Central Coast Council published in New South Wales, *Gazette*, No 126, 23 November 2018 or an equivalent provision in any replacement determination, or

(b) clause 2(e) of Schedule 3 to IPART's July 2019 determination of the maximum prices for connecting to a recycled water system for Sydney Water, Hunter Water and Central Coast Council published in New South Wales, *Gazette*, No 73, 12 July 2019 or an equivalent provision in any replacement determination.



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35. Cyber security management system

- (1) Subject to clause 38, Sydney Water must maintain a cyber security management system.
- (2) Sydney Water must implement and comply with the cyber security management system.
- (3) The cyber security management system must cover:
 - (a) information technology environments, hardware and systems, and
 - (b) operational technology environments, hardware and systems.

36. Critical infrastructure compliance manager

- (1) Subject to clause 38, Sydney Water must have a manager responsible for compliance with:
 - (a) Part 9 of the licence, and
 - (b) Sydney Water's obligations under the *Security of Critical Infrastructure Act 2018* (Cth).
- (2) The manager must be:
 - (a) an executive level employee

Note: The reference to an executive level employee is a reference to a Level 3 employee or above under Sydney Water's structure on the date this licence commences.

- (b) nominated by notice to:
 - (i) IPART, and
 - (ii) the Commonwealth Representative, and
 - (c) the contact person for the Commonwealth Representative.
- (3) In this clause 36, **Commonwealth Representative** means the First Assistant Secretary with responsibility for critical infrastructure security within the Commonwealth Department of Home Affairs.

37. National security clearances

- (1) Subject to clause 38, Sydney Water must ensure that national security clearances are held by the manager referred to in clause 36, 2 board members and the executive level employees responsible for each of the following matters:
 - (a) operational technology security (including cyber security strategy, managing remote access to assets and delivery of supervisory control and data acquisition capability),
 - (b) network operations security (including operation, maintenance and physical security of assets), and
 - (c) personnel security operations (including security of personnel and security risks posed by personnel).
- (2) In this clause 37, national security clearance means **national security clearance** of not less than Negative Vetting Level 1 (or equivalent) granted by the Assistant Secretary Vetting (ASV) or their delegate on advice from the Australian Government Security Vetting Agency.

38. Exemption from Part 9

Sydney Water is not required to comply with this Part 9 from:

- (a) 18 August 2024, or

Note: From 18 August 2024, Sydney Water will be required to implement all aspects of its critical infrastructure risk management program under the *Security of Critical Infrastructure Act 2018* (Cth) and the *Security of Critical Infrastructure (Critical infrastructure risk management program) Rules 2023* (Cth).

- (b) another date nominated by Sydney Water and approved by IPART.

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39. Operational audits

- (1) Sydney Water must cooperate with an audit undertaken by IPART, or an auditor engaged by IPART, of Sydney Water's compliance with this licence, including the Customer Contract and the reporting manual (the **operational audit**).
- (2) For the purpose of any operational audit or verifying a report on an operational audit, Sydney Water must:
 - (a) provide IPART or the auditor with any information in Sydney Water's possession or control that is:
 - (i) necessary to conduct the operational audit, and
 - (ii) reasonably requested by IPART or the auditor,
 - (b) subject to clause 39(3), permit IPART or the auditor to:
 - (i) access any works, premises or offices occupied by Sydney Water,
 - (ii) carry out inspections, measurements and tests on, or in relation to, any such works, premises or offices,
 - (iii) 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 an operational audit,
 - (iv) inspect and make copies of, and take extracts from, any documents, records and systems of Sydney Water that are maintained in relation to the performance of Sydney Water's obligations under this licence (including the Customer Contract and the reporting manual), and
 - (v) discuss matters relevant to the operational audit or any report on the operational audit with Sydney Water's personnel.
- (3) The activities in clause 39(2)(b) may be carried out remotely:
 - (a) with IPART's approval, or
 - (b) where state or federal government restrictions:
 - (i) prohibit access to any works, premises or offices occupied by Sydney Water, or
 - (ii) limit the movement of IPART staff, the auditor or Sydney Water's personnel.

40. Reporting

- (1) Sydney Water must comply with its reporting and auditing obligations set out in the reporting manual.
- (2) Sydney Water must ensure all reports required under the reporting manual are approved by Sydney Water's Managing Director and that its annual statement of compliance is approved by both Sydney Water's Managing Director and a board member.
- (3) Sydney Water must maintain sufficient record systems to enable it to report accurately in accordance with this licence, including the reporting manual.
- (4) In the case of any ambiguity in the interpretation or application of any requirements in the reporting manual, Sydney Water must refer the issue to IPART for clarification.

41. Provision of information for performance monitoring

- (1) Sydney Water must provide IPART or an auditor any information reasonably requested by IPART or an auditor to enable IPART to review or investigate Sydney Water's compliance with its obligations under this licence.
- (2) If Sydney Water engages any person (including a subsidiary) to undertake any activities on its behalf, it must take all reasonable steps to ensure that such persons:
 - (a) provide information to IPART or an auditor on request, and
 - (b) do the things specified in clauses 39 and 40 as if that person were Sydney Water.
- (3) If IPART or an auditor requests information from Sydney Water that is confidential, Sydney Water must provide that information, subject to entering reasonable confidentiality arrangements with IPART or an auditor directed at protecting confidential information.
- (4) Sydney Water must provide NSW Health with information relating to water quality in the manner and form specified by NSW Health.

Note: Under section 19 of the *Public Health Act 2010*, the Secretary of NSW Health may require Sydney Water to produce certain information.

42. Environmental performance indicators

Sydney Water must:

- (a) monitor and compile indicators of the direct impact on the environment of Sydney Water's activities, including, at a minimum, indicators consistent with the environmental performance indicators in the reporting manual (**the environmental performance indicators**), and

Note: The reporting manual identifies these with an indicator number starting with 'E'.

- (b) report on the environment performance indicators consistent with the reporting manual and in a way that allows a year-to-year comparison of the indicators,

43. Climate-related disclosures

- (1) Subject to clause 43(2), Sydney Water must make annual climate-related disclosures for the preceding financial year publicly available by 30 November each year (or another date nominated by Sydney Water and approved by IPART) that are consistent with:
 - (a) the International Financial Reporting Standard S2 Climate-related Disclosures issued in 2023 (**IFRS S2**), or
 - (b) another climate-related disclosures standard nominated by Sydney Water and approved by IPART.
- (2) Sydney Water is not required to make disclosures under clause 43(2) for:
 - (a) the financial year commencing on 1 July 2024, and
 - (b) a financial year for which Sydney Water has made disclosures required by another law that are consistent with an Australian equivalent of IFRS S2, or that cover the matters required to be disclosed by IFRS S2, and has made those disclosures publicly available.

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44. Availability of licence

Sydney Water must make a copy of this licence publicly available.

45 Timeframe for Sydney Water to take action

(1) If a clause of this licence requires Sydney Water to:

(a) publish on its website or make publicly available a map, plan, policy or other document or information, Sydney Water must, if it updates the relevant document or information, publish the updated document or information within 10 business days unless this licence specifies an alternative period of time, and

(b) take other action, but does not specify a period of time in which Sydney Water must act, Sydney Water must take the relevant action within a reasonable period.

(2) If a clause of this licence requires Sydney Water to maintain or publish a management system, program, policy, procedure, summary or other system or document from a specified date, Sydney Water must have developed the relevant system or document by the end of the preceding day.

46. Approvals and notices

(1) Any approval, notice, exemption, request, guidance or other communication given under this licence must be:

(a) in writing addressed to the intended recipient, and

(b) delivered or sent to the address (electronic or postal) last notified by the recipient or otherwise specified for the intended recipient in the reporting manual.

(2) Any nomination by Sydney Water for an alternate date or standard under this licence must be made by Sydney Water's Managing Director.

47. End of term review

(1) IPART intends to review this licence in its final year to investigate:

(a) whether this licence is fulfilling its objectives, and

(b) any issues that have arisen during the term of this licence that may impact its effectiveness.

(2) Sydney Water must provide IPART with information reasonably requested by IPART as part of the review by the date specified by IPART.

48. IPART functions

(1) IPART has the following functions:

(a) to determine Sydney Water's reporting and auditing obligations in relation to operational standards and other requirements imposed on Sydney Water under this licence and to publish those requirements in a reporting manual,

(b) to determine audit scope for each annual operational audit, including the clauses of this licence to be audited,

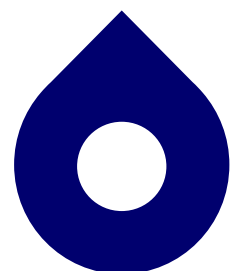
(c) to approve alternate dates and standards under this licence and to

(d) to appoint auditors to conduct operational audits of Sydney Water, determine audit compliance with this licence by reference to those approved dates and standards,

(e) to do any of the following (or appoint an auditor or other person to do any of the following) for the purposes of allowing IPART to monitor Sydney Water's compliance with this licence or in connection with an operational audit:

- (i) access any works, premises or offices occupied by Sydney Water,
- (ii) carry out inspections, measurements and tests on, or in relation to, any such works, premises or offices,
- (iii) 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 an operational audit,
- (iv) inspect and make copies of, and take extracts from, any documents, records or systems of Sydney Water that are maintained in relation to the performance of Sydney Water's obligations under this licence (including the Customer Contract and the reporting manual),
- (v) discuss matters relevant to the operational audit or any report on the operational audit with Sydney Water's personnel, and
- (vi) direct Sydney Water to:
 - (A) provide records or information to IPART,
 - (B) answer questions orally or in writing, and
 - (C) make relevant personnel available to answer questions.

(2) This clause 48 does not limit any of IPART's functions under the Act or any other legislation.



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49. Interpretation

- (1) Subject to clauses 49(2) and 50, and unless the contrary intention otherwise appears:
 - (a) *the Interpretation Act 1987*, part 2 and part 5 (except section 36(2)) apply to the interpretation of this licence, and
 - (b) words defined in the *Interpretation Act 1987*, schedule 4 have the meaning set out in that schedule.
- (2) In this licence, unless the contrary intention appears:
 - (a) words defined in the Act have the meaning set out in the Act,
 - (b) headings and notes do not form part of this licence but may be used to assist with interpretation if there is an ambiguity,
 - (c) a reference to legislation (including the Act) includes regulations, statutory rules and instruments made under the law or legislation,
 - (d) a reference to a legislative provision that is varied or renumbered extends to the corresponding re-numbered provision,
 - (e) a reference to a clause in the Customer Contract that is varied or re-numbered extends to the corresponding varied or re-numbered clause, and
 - (f) the word 'include' is not used as a word of limitation.
- (3) A reference in this licence to any person or administrative unit will, in the event of that person or administrative unit ceasing to exist or being reconstituted, renamed or replaced or if its relevant functions are transferred to another person or unit, refer instead to that person or administrative unit.

50. Dictionary

In this licence, unless the contrary intention appears:

Act means the *Sydney Water Act 1994*.

area of operations means the area of operations to which this licence applies set out in Schedule A.

assets mean the land, structures, plant, equipment, corporate and business systems of Sydney Water that enable Sydney Water to undertake its functions, deliver its services and further its objectives.

bill means a bill sent by Sydney Water to a customer or consumer for the provision of the services.

business day means a day that is not a Saturday, Sunday or public holiday in New South Wales.

complaint means an expression of dissatisfaction made to or about Sydney Water related to its actions, products, 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 a tenant or occupier.

contact centre means the call centre that Sydney Water's customers and consumers may contact for assistance.

current economic method means:

- (a) the economic level of water conservation method approved by IPART on 21 December 2016 contained within the document titled “Determining Sydney Water’s Economic Level of Water Conservation – Part A: The ELWC Methodology” and published by Sydney Water on its website, or
- (b) an economic method updated in accordance with the procedure in clause 10.2.

customer means any person who:

- (a) is taken (under section 55(1) of the Act) to have entered into a Customer Contract,
- (b) is taken (under section 55(2) of the Act) to have entered into a Customer Contract with Sydney Water on terms and conditions relating to the imposition and payment of charges imposed under sections 64 or 65 of the Act,
- (c) has entered into a contract or other arrangement with Sydney Water for the provision of services on terms and conditions specifically agreed to by the person and Sydney Water under section 57(1) of the Act, or
- (d) owns a property within the Rouse Hill stormwater catchment area.

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

customer and community reference group means a group of persons appointed by Sydney Water to a customer council referred to in section 15 of the Act.

Department means the Department of the Public Service responsible to the Minister.

drinking water means water intended primarily for human consumption and other personal, domestic or household uses such as bathing and showering, whether or not the water is used for other purposes.

Environment Protection Authority or EPA means the Environment Protection Authority established under section 5 of the *Protection of the Environment Administration Act 1991*.

family violence means domestic abuse within the meaning of section 8 of the *Intervention Orders (Prevention of Abuse) Act 2009* (SA) as at 1 July 2024.

financial year means a period of 12 months commencing on 1 July.

FRNSW means Fire and Rescue NSW.

Gazette means the New South Wales Government Gazette.


Greater Sydney Water Strategy or **GSWS** means:

- (a) the “Greater Sydney Water Strategy” published by the Department of Planning and Environment in August 2022 and comprising a plan designed to ensure a sustainable and secure water supply for greater Sydney, and
- (b) any other plan generally for the development of urban water policy and planning for greater Sydney that is approved by the Minister.

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

management system means a structured system to manage and document Sydney Water’s policies, processes, procedures and governance arrangements to enable it to undertake its functions, deliver its services and further its objectives.

Minister means the Minister responsible for administering Part 5 of the Act.



multiple occupancy property means real property comprising more than one individual dwelling or individual premises capable of being separately occupied, which may be used for any purpose.

NSW Health means the Ministry of Health.

operational audit has the meaning given in clause 39.

personnel includes Sydney Water's board members, employees and contractors.

planned water interruption means an event that, in relation to a property:

(a) commences when the supply of drinking water at the first cold water tap of the property is interrupted following prior receipt by the customer or consumer of a water interruption notice from Sydney Water at least 2 days (for an occupant of a residential property) or 7 days (for the occupant of a non-residential property) prior to the interruption, and

(b) ceases when a normal supply of drinking water is restored to the property.

potential competitor means a person who informs Sydney Water that they intend to carry out activities that would require a licence or approval under the WIC Act.

property means any real property that is:

(a) connected to, or for which a connection is available to Sydney Water's water supply system or wastewater system,

(b) within an area of land declared by an order of the Governor to be a stormwater drainage area under section 65 of the Act, or

(c) within the Rouse Hill stormwater catchment area.

Note: For the purpose of the dry weather wastewater overflow standard, a multiple occupancy property may be counted as a single property.

property cluster means a group of properties in close proximity to each other that are affected by recurring water pressure failures, were identified by Sydney Water as having been affected by those recurring water pressure failures prior to 1 July 2020, and are located in one of the following areas:

(a) Kurrajong, (b) North Richmond, (c) Horsley Park, (d) Bass Hill, (e) Buxton, and (f) Denham Court.

publicly available means available to any person, free of charge:

(a) on Sydney Water's website, and

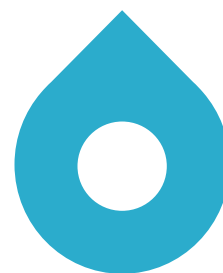
(b) on request to the contact centre.

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.

recycled water means water that, upon appropriate treatment, is suitable for its intended re-use application.

reporting manual means the reporting manual published by IPART under clause 48(1)(a).

residential customer means a customer that owns a residential property.



residential property means a property that is categorised as residential under the *Local Government Act 1993* or is used by the relevant occupant as the occupant's principal place of residence.

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.

services means the services authorised by clause 8.

stormwater drainage system includes any artificial channel by which surface water is carried off, land and natural and modified waterways for drainage, stormwater pipes, stormwater detention structures, stormwater quality improvement devices, equipment for stormwater harvesting and reuse systems, and green infrastructure assets that retain stormwater in the landscape and improve the water quality, for the provision of stormwater services.

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

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

uncontrolled wastewater overflow is a wastewater overflow occurring in dry weather that is not a wastewater 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).

unplanned water interruption has the meaning given in clause 14.

WAMC means the Water Administration Ministerial Corporation.

Note: WAMC is supported in the exercise of its functions by the Department, the Natural Resources Access Regulator and Water NSW.

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

wastewater services means sewerage services and includes the collection, storage, treatment and reticulation of wastewater.

wastewater overflow is the discharge of untreated or partially treated sewage from:

- (a) any part of Sydney Water's wastewater system, or
- (b) any part of a customer's wastewater system where the cause of the discharge is a problem with Sydney Water's wastewater system.

Water NSW means the corporation constituted under the *Water NSW Act 2014*.

WIC Act means the *Water Industry Competition Act 2006*.

WIC Act licensee means a person that holds a licence under the WIC Act

Schedules

An abstract graphic on the left side of the slide, featuring a large teal circle and a smaller dark blue circle overlapping it, set against a solid dark blue background.

A Area of operations

This licence applies to Sydney Water's entire area of operations under section 10 of the Act, as may be varied by any order by the Governor in accordance with section 10 of the Act.

Note: If the Governor makes an order expanding or reducing Sydney Water's area of operations under section 10 of the Act during the term of this licence, this licence will apply to Sydney Water's area of operations as varied.



B. Customer Contract



Customer Contract

2024-2028



Acknowledgment of Country

Sydney Water respectfully acknowledges the Traditional Custodians across the Dharawal, Gunndungurra, Darkinjung, Dharug and Eora nations where we work, live and learn.

Their lore, traditions and customs nurtured and continue to nurture the waters, both saltwater and sweetwater, in our operating area, creating wellbeing for all.

We pay our deepest respect to Elders, past and present. We acknowledge their deep connections to the land and waters.

We are committed to reconciliation and partnering with our Traditional Custodians, to ensure ongoing collaboration on Caring for Country now and into the future, learning from traditional and contemporary approaches, while maintaining and respecting cultural and spiritual connections.



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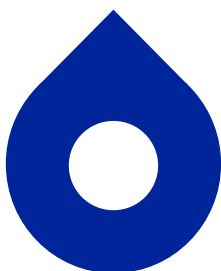
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Foreword

Sydney Water Corporation (Sydney Water) provides **drinking water services** and **wastewater services** to people in Sydney, the Illawarra and the Blue Mountains. Sydney Water also provides some **recycled water services**, **stormwater services** and **trade waste services**.

Our 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** using **our services** and sets the minimum standards of customer service that you can expect from us. It is our service guarantee to our **customers**. It also outlines our rights and obligations to help us meet our key objectives.

For more information about Sydney Water and **our services**, visit our website at www.sydneywater.com.au or call us on 13 20 92.



1. Introduction

1.1 Words used in this Customer Contract

Words in bold in this **Customer Contract** have a special meaning. The meanings are set out in the dictionary in clause 16.1.

1.2 Understanding the Customer Contract

Clause 16.2 of this **Customer Contract** will assist you in interpreting the **Customer Contract**.

In addition to this **Customer Contract**, you may have statutory rights under **law**, including the consumer guarantees regime under the **Australian Consumer Law**. This **Customer Contract** is not intended to remove or limit any of your statutory rights under **law**.

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2. What is this Customer Contract and who is covered by it?

2.1 What is this contract?

(1) This **Customer Contract** is between us, **Sydney Water**, and you, the **customer**. This **Customer Contract** is valid, legally binding and enforceable. You do not need to sign it.

(2) *The Sydney Water Act 1994* (NSW) (**Act**) requires that we have this **Customer Contract** with you. The **Customer Contract** sets out the terms under which we provide **our services** to you. It also sets out our and your rights and obligations.

(3) A brief explanation of this **Customer Contract** is available on our website. We will also provide you a copy of the brief explanation upon request.

2.2 Who is covered by this contract?

(1) You are our **customer** and you are covered by this **Customer Contract** if you own a **property** that is:

(a) connected to our **drinking water system, recycled water system** or **wastewater system** and is within our **area of operations**,

(b) within a **declared stormwater drainage area** or the **Rouse Hill stormwater catchment area** and you are required to pay the **charges** for the **stormwater services** we provide, or

(c) not connected to our **drinking water system, recycled water system** or **wastewater system**, but is available for connection and we require you to pay an **availability charge**.

Note for residential tenants and occupiers: This Customer Contract only applies directly to customers who are property owners and who are described in clause 2.2(1). If you receive services from us as a tenant or occupier, please refer to information on our website about the protections available to you.

(2) If you have a drinking water service, recycled water service or a wastewater service from a licensee under the *Water Industry Competition Act 2006* (NSW) (**WIC Act**), then this contract does not apply to you for those services. This **Customer Contract** only applies to you for **our services**, being those that you receive directly from us.

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2.3 Other agreements with us

- (1) If you are a **non-residential customer**, we may enter a separate agreement with you for separate services or different levels for **our services**. This may include additional services for **trade waste**, **sewer mining**, stormwater harvesting, **pump to sewer** or **recycled water**.
- (2) If you are a **residential customer** and require a **pump to sewer** or a **recycled water service**, we may enter a separate agreement with you for those services.
- (3) The terms of the separate agreement will prevail over the terms of this **Customer Contract**, to the extent of any inconsistency between them.
- (4) Before entering a separate agreement with you, we will:
 - (a) provide you with an estimate of the costs to supply you with the services requested, and
 - (b) advise you of any difference from the standards of service set out in this **Customer Contract**.

2.4 When does this Customer Contract commence?

- (1) This **Customer Contract** comes into effect on 1 July 2024 and will apply to you:
 - (a) from that date if you are already a **customer**, or
 - (b) from the date that you become a **customer**.
- (2) On its commencement, this **Customer Contract** replaces any previous **Customer Contract** between you and us. If you have a separate agreement with us, that separate agreement will continue. Any rights and liabilities that have accrued under any previous **Customer Contract** with us are not affected by the commencement of this **Customer Contract**.



2.5 When does this Customer Contract end?

- (1) This **Customer Contract** ceases to apply to you if you are no longer covered by this **Customer Contract** under clause 2.2. The ending of this **Customer Contract** does not affect any rights or obligations accrued by either you or us before that point in time.
- (2) If this **Customer Contract**, or part of the **Customer Contract**, ends because you have requested that some or all of **our services** provided to your **property** be transferred to a licensee under the **WIC Act**, we will action the transfer in accordance with any code of conduct or agreement between us and the relevant licensee under the **WIC Act** or as otherwise required by **law**.



2.6 Variation of this Customer Contract

- (1) We may vary this **Customer Contract** with the Governor's approval and in accordance with section 59 of the **Act**.
- (2) If the **Customer Contract** is varied, we will provide a notice explaining the variation by:
 - (a) publishing the details in a daily newspaper in the **area of operations** and on our website,
 - (b) providing each **customer** a copy of the notice with your next **bill**, via the method you have chosen to receive your **bill**, although failure to do so will not invalidate the variation, and
 - (c) providing a copy of the notice if you request it.
- (3) We will make the notice available in the manner provided for in clause 2.6(2) above at least 6 months before the variation becomes effective, or for a shorter notice period as approved by the **Minister** in accordance with the **Act**.
- (4) The varied **Customer Contract**, with explanatory materials, will be available on our website and by request, free of charge, from the date the variation takes effect.
- (5) This clause does not apply to variations of **charges** made in accordance with an **IPART** determination. They are explained in clause 5 (which also includes information on how we will publish any variations to these **charges**).

3. What services do we provide?

3.1 Water services

Supply of drinking water

(1) If your **property** is connected to our **water system**, we will supply you with **drinking water** to meet your reasonable needs, except:

- (a) in the case of **unplanned interruptions**, or **planned interruptions**, under clauses 4.1 or 4.2,
- (b) in the case of **water restrictions**, under clauses 3.1(11) to 3.1(15) to the extent required to comply with the **water restrictions** in force at the time,
- (c) where we are entitled to **restrict** or discontinue supply under clause 7,
- (d) where we have issued an emergency notice to you under clause 3.1(16) in response to a **disaster event**, or
- (e) in the case of events beyond our reasonable control in accordance with clause 4.3.

(2) The **drinking water** we supply to you will comply with the **Australian Drinking Water Guidelines** and any health-based requirements for drinking water that **NSW Health** specifies in writing. **NSW Health's** requirements will take priority over the **Australian Drinking Water Guidelines** if there is an inconsistency.

Supply of recycled water

(3) 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 for those services.

(4) If you are eligible to receive **recycled water** because you are within a Sydney Water **recycled water area**, we will supply you with **recycled water** to meet your reasonable needs, except:

- (a) in the case of **unplanned interruptions**, or **planned interruptions**, under clauses 4.1 or 4.2,
- (b) where we are entitled to **restrict** or discontinue supply under clause 7,
- (c) where we have issued an emergency notice to you under clause 3.1(16) in response to a **disaster event**, or
- (d) in the case of events beyond our reasonable control in accordance with clause 4.3.

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

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(6) The **recycled water** we supply to you will comply with the **Australian Guidelines for Water Recycling** and any health-based requirements for recycled water that **NSW Health** specifies in writing. **NSW Health's** requirements will take priority over the **Australian Guidelines for Water Recycling** if there is an inconsistency.

Health or special needs

(7) If you require a **drinking water service** to operate a life support machine or for other special health needs, your health provider must notify us that you are dependent on **drinking water** supply to the extent that an interruption to **drinking water** supply poses an immediate and major health or safety risk. We will make every reasonable effort to provide a continuous **drinking water service** to meet your reasonable health needs. However, disruptions to your **drinking water service** are not always preventable, so you should be ready to make alternative arrangements for the supply of **drinking water** to operate a life support machine or for other special health needs.

(8) You may also be eligible for an allowance of water supply that is not subject to **charges**. Information about the free water supply allowance can be found on our website.

(9) All **customers** will receive notification of any **planned interruption** to the **drinking water service**. It is not always possible to advise you of **unplanned interruptions** so it is important you have other contingencies in place should you experience disruption to your water supply.

Drinking water pressure

(10) We will make every reasonable effort to ensure that the **drinking water service** we provide is at a minimum of 15 metres head of pressure at the **connection point** to our **drinking water system**. This pressure is recognised as suitable for **residential customers** and **non-residential customers**.



Water restrictions

(11) The **Minister** may place **water restrictions** on the use of water, if the **Minister** considers it is necessary to do so:

- (a) in the case of drought or emergency, or
- (b) in the public interest for the purpose of maintaining water supply.

(12) You must comply with the conditions of the **water restrictions**. If you do not comply with the **water restrictions**:

- (a) you may be issued a penalty notice requiring you to pay a fine, and/or
- (b) we may **restrict** or **disconnect** the **water service** to your **property**.

(13) We will make every reasonable effort to notify you of any current **water restrictions**. We will publish notice of any **water restrictions** on our website and in a manner that is likely to bring the **water restrictions** to the attention of the public in the relevant area.

Note: Notice of the **water restrictions** will also be published in accordance with regulation 24 of the **Sydney Water Regulation**.

(14) The **water restrictions** may apply to the whole of our **area of operations** or part of that area and may limit:

- (a) the purpose for which water may be used,
- (b) the times when water may be used,
- (c) the quantities of water that may be used, or
- (d) the means or methods of using water.

(15) The **water restrictions** will override any inconsistent provisions in this **Customer Contract**.

Emergency notices limiting drinking water use

(16) In circumstances where a **disaster event** has occurred which has affected or may affect our ability to supply sufficient **drinking water** for public health needs, we may issue a notice to you requiring you to limit the quantity of **drinking water** used at your **property**. You must comply with these emergency limitations. If you fail to comply with any emergency limitations, we may **disconnect** or **restrict water services** supplied to you.

(17) The notice will include the terms of the limitation including the volume which can be used (if any), the purpose of use, and the period or likely period of the limitation.

3.2 Wastewater services

Supply of wastewater services

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

- (a) in the case of **unplanned interruptions** or **planned interruptions** under clauses 4.1 and 4.2,
- (b) where we are entitled to **disconnect** supply under clause 7, or
- (c) in the case of events beyond our reasonable control, in accordance with clause 4.3.

Note: Trade waste from non-residential properties may be discharged into our **wastewater system** under clause 3.2(5).

Wastewater overflow

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

(3) In addition to any statutory rights you may have under **law**, including the **Australian Consumer Law**, if there is a **wastewater overflow** on your **property** due to the failure of our **wastewater system**, we will:

- (a) minimise inconvenience and damage to you as soon as possible,
- (b) clean up the affected area as quickly as possible and in a manner that minimises the risk to human health and the environment, and
- (c) provide any rebate or redress that may be due to you under clauses 12.2 and 12.3.

Sewer mining

(4) You may extract **wastewater** from our **wastewater system** only if you have a valid separate agreement with us. You may also require approval from other authorities. You can contact us for further information.

Trade waste services

(5) You may discharge **trade waste** into our **wastewater system** only if:

- (a) you have obtained our prior written consent,
- (b) where it is required by us, you have a valid separate agreement with us for this activity, and
- (c) you discharge in accordance with the **trade waste acceptance** standards published on our website, and/or if required by us, the terms of our separate agreement with you.

(6) We will not give our written consent if by accepting the **trade waste**, we would be in breach, or potentially in breach, of any **law**, including the **Act**, our **Operating Licence**, or our Environment Protection Licences issued under the *Protection of the Environmental Operations Act 1997* (NSW).

(7) We reserve the right to refuse to accept **trade waste** into our **wastewater system** if we determine that it poses a risk to:

- (a) our operations or **our systems**,
- (b) the health and safety of **our people**, or
- (c) our ability to service or meet the expectations of our broader customer base.

(8) You can contact us to obtain further information on the guidelines and standards for **trade waste** discharge.

3.3 Stormwater services

Stormwater services

(1) We provide our **stormwater services** in the **declared stormwater drainage areas** and the **Rouse Hill stormwater catchment area** via our **stormwater drainage systems**. If your **property** is in one of these areas, we will charge you for this service in accordance with the maximum prices, or methodology for fixing the maximum prices, determined by **IPART**.

Note: The local council may also provide street drainage services which then connects into our **stormwater drainage system**.

(2) You can check if your **property** is within a **declared stormwater drainage area** or within the **Rouse Hill stormwater catchment area** by referring to our website or contacting us.

(3) 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**.

Stormwater harvesting

(4) You may extract stormwater from our **stormwater drainage system** only if you have a valid separate agreement with us. You may also require approval from other authorities. You can contact us for further information.

4. Factors affecting service

Our obligations to you under clause 3 (except clause 3.1(2)) are suspended for the duration of an event described in clauses 4.1 to 4.3 if the event prevents us from complying with the relevant obligation.

4.1 Unplanned interruptions

(1) If there is an **unplanned interruption** to **our services** to your **property**, we will make every reasonable effort to minimise the inconvenience to you by:

- (a) restoring **our services** as quickly as possible, and
- (b) providing access to a 24-hour faults telephone service (outlined in clause 14.1(1)).

(2) We will give you access to emergency supplies of **drinking water** where reasonably practicable and necessary having regard to the circumstances.

(3) Our website will provide information about **unplanned interruptions** (including, where possible, estimated times for restoration of **our services**). Through our website, you can subscribe to alerts about water outages impacting your **property**.

4.2 Planned interruptions

(1) We may need to arrange **planned interruptions** to **our services** to your **property** to allow for modification or planned **maintenance** of **our system**.

(2) We will notify you in writing of the expected time and duration of any **planned interruption**. We will provide you with at least 2 days' notice if you are a **residential customer** and 7 days' notice if you are a **non-residential customer** (or such other times as agreed with you) of a **planned interruption**.

(3) From 1 February 2025, our website will also provide information about **planned interruptions**. Through the website, you can subscribe to alerts about water outages impacting your **property**.

(4) We will make every reasonable effort to reinstate **our services** to your **property** within 5 hours from when the supply of water is turned off.

4.3 Force majeure

Our ability to provide **our services** to you may be affected by events beyond our reasonable control, such as:

- (a) severe weather or conditions resulting from severe weather (or a like event as classified by the Bureau of Meteorology), or
- (b) a physical natural disaster including fire, flood, lightning or earthquake.

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5. What you pay

5.1 How charges are set

(1) We will set and vary **charges** from time to time as allowed by the **Act**, our **Operating Licence** and the maximum prices or methodologies for fixing maximum prices determined by **IPART**.

(2) A variation to those **charges** will commence on:

- (a) the first business day of the next **billing cycle**,
- (b) a date we nominate after we have published the change, or
- (c) a date determined by **IPART**.

(3) If the date for commencement of a variation of **charges** occurs part way through your **billing cycle**, we will apply the variation of **charges** on a 'pro-rata' basis.

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

5.2 Publication of charges

(1) We will publish up-to-date information on our charging policies, current **charges** and concessions on our website. We can also provide you with this information if you contact us. We will also make this information available in Mandarin, Cantonese, Arabic, Vietnamese and Hindi.

(2) We will also publish any variations to our **charges** on our website and provide details with your next **bill**.

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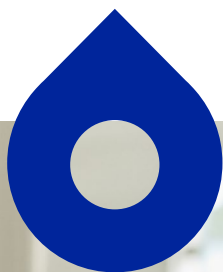
12. Redress

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5.3 Responsibility to pay the bill

- (1) You must pay us the amount on your **bill** by the date specified unless you have made other **payment arrangements** with us.
- (2) If you are a new **property owner**, you must pay us any unpaid **charges** in relation to the **property**.

5.4 Concessions

(1) If you hold one of the recognised pensioner concession cards you may be eligible for a government funded pension concession.

(2) You must apply to us for this concession. Information about your eligibility for a concession is available on our website. We can also provide you this information if you contact us. We will also make this information available in Mandarin, Cantonese, Arabic, Vietnamese and Hindi.

(3) By applying for a concession, you authorise us to engage with relevant authorities to confirm your eligibility.

Note: See clause 15.3 for an outline of the information we may provide to relevant authorities for the purpose of confirming your eligibility for a concession.

(4) If we determine you are eligible for a concession, we will ensure that it is applied from the commencement of the next **billing cycle** after you have requested the concession. You must advise us if your eligibility for a concession changes.

Note: You may be entitled to other allowances or rebates under clause 11.6(4).

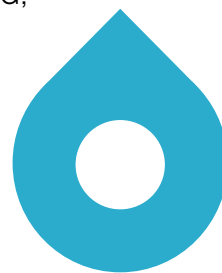
5.5 Your bill

When will your bill be sent?

- (1) We will issue you a **bill** every 3 months for **our services** provided to you.
- (2) We may, at our discretion, send **non-residential customers** a monthly **bill** for high water usage and **wastewater** disposal.
- (3) We will provide you with copies of your **bills** for the previous 12 months on request.

What information is on your bill?

- (4) We will ensure that your **bill** contains details of:
 - (a) the address of the **property** where the **charges** have been incurred,
 - (b) the dates to which the **charges** apply,
 - (c) any credit or overdue amounts from previous **bills**,
 - (d) the usage and **service charges** separately itemised,
 - (e) other **charges** payable,
 - (f) the total amount due,
 - (g) the date payment is due,
 - (h) your postal address and account number,
 - (i) options for the method of payment,
 - (j) the most recent **meter** reading, if your **property** has an individual **meter**,
 - (k) a comparison of your water usage with your past usage, where available,
 - (l) contact telephone numbers for account **enquiries** and emergency services,
 - (m) how to get information on payment assistance options,
 - (n) your rights to rebates, and
 - (o) information in community languages about the availability of interpreter services and the phone number for these services.



How are bills issued?

- (5) We will send your **bill** to your nominated postal address. If you do not nominate a postal address, the **bill** will be sent to:
- (a) the **property** to which **our services** are available or provided, or
 - (b) your last known postal address.
- (6) At your request we may send your **bill** (and other communications regarding payment) electronically instead of by post. If we become aware that your **bill** is unable to be delivered electronically, we will post the **bill** as outlined in clause 5.5(5).
- (7) We will consider your **bill** as delivered to you once we have sent it to you electronically or via post.
- (8) You must let us know if you move or if your electronic or postal address changes.

5.6 How can payment be made?

- (1) You must pay your **bill** by one of the payment methods provided on your **bill**. These methods are also outlined on our website. We will not accept payments by other methods.
- (2) We may not accept payment if we suspect fraudulent or unauthorised activities.
- (3) If we apply a payment incorrectly to your **bill**, we will reverse the payment and inform you of this reversal.

5.7 Dishonoured or declined payments

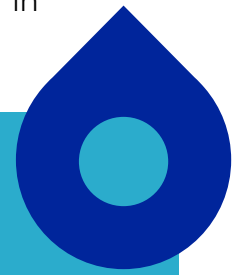
- (1) If payment of your **bill** is dishonoured or declined, we will charge you the relevant maximum administrative **charge** specified by **IPART**.
- (2) We may refuse to accept personal cheques or card payments for a specific **bill** where 2 or more dishonoured payments have occurred. We may refuse future payments by these methods if you have a history of dishonoured payments.

5.8 Overdue account balances

- (1) If you do not pay your **bill** by the due date, you will have an overdue account balance and, in accordance with our *Overdue Payments Policy*, we may charge you:
- (a) interest on your overdue account balance, which will accrue daily, commencing on the first day after the **bill** due date until you have paid the amount that is overdue, or
 - (b) a late payment fee as permitted by an **IPART** determination.
- (2) We will not charge interest on your overdue account balance or a late payment fee if you have entered a **payment arrangement** with us due to **payment difficulty** and are honouring that arrangement.
- (3) If you do not pay your **bill** by the due date, or as required by a **payment arrangement** you have with us, we will send you a reminder notice. The reminder notice will advise you:
- (a) of the amount payable,
 - (b) that payment is due immediately,
 - (c) to contact us if you are having difficulty making payment so we can provide you with payment assistance options, in accordance with clause 6.1, and
 - (d) of your right to raise your concerns with the Energy and Water Ombudsman NSW (**EWON**), if you have attempted to resolve those concerns with us and are not satisfied with a decision made by us.

(4) If you fail to comply with the reminder notice, we may take legal action to recover the debt and/or **restrict** or **disconnect** our **drinking water service** to your **property** as described in clause 7. We may also charge you the costs and fees that we incur in taking such action.

Note for people experiencing family violence: If you are experiencing family violence, please contact us for information about our procedures for supporting you during this time, including with payment arrangements. A copy of our family violence policy is available on our website.



5.9 Undercharging

(1) If, due to our error, your **bill** states that you are required to pay us an amount that is less than what you are required to pay us (that is, we have undercharged you) we may adjust your next **bill** to include, as a separate item, the amount (or amounts) by which you were previously undercharged.

(2) However, you must pay the correct amount immediately upon request if the undercharging is due to:

- (a) you providing false information,
- (b) you not providing up to date information about a change of use of the **property**,
- (c) you not providing up-to-date information about the number of dwellings on the **property**,
- (d) an **unauthorised connection**,
- (e) a breach of this **Customer Contract** or the **Act**, or
- (f) building works which were not approved in accordance with clause 8.14

(3) If the undercharging is due to an **unauthorised connection**, we may charge you from the date we determine an **unauthorised connection** to have occurred (for example, you have not obtained our written consent in accordance with clause 9.1 or you have not obtained the required approvals for the connection).

5.10 Overcharging

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

(2) However, we will not apply a credit to your **bill** if the error is due to:

- (a) you providing false information,
- (b) you not providing up to date information about a change of use of the **property**,
- (c) you not providing up to date information about the number of dwellings on the **property**,
- (d) an **unauthorised connection**, or
- (e) a breach of this **Customer Contract** or the **Act**.

5.11 Account queries and billing disputes

- (1) If you have questions regarding the **charges** on your **bill**, you can contact us.
- (2) 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. Once the **dispute** has been resolved, you must pay any amount determined in our favour.

Note: See clause 13.3 for when a **dispute** is considered resolved.

- (3) You are obliged to pay any undisputed amount by the due date shown on your **bill**.

5.12 Wastewater usage charge

- (1) We will charge **non-residential customers** a **wastewater usage charge** as determined by **IPART**. We may also charge **residential customers** a **wastewater usage charge** if determined by IPART.
- (2) We will determine a **wastewater usage discharge factor** that is used to calculate **wastewater service** and usage **charges** for **non-residential customers**. Unless you have a **wastewater meter**, our **wastewater usage discharge factor** will be based on your **property** type. We may review the determined **wastewater usage discharge factor** for your **property** if you can provide measured data to validate the change. Information about reviewing your **wastewater usage discharge factor** is available on our website and on request.
- (3) Where significant **wastewater** discharge volumes from your **property** originate from sources other than a metered **drinking water service** or metered **recycled water service** (for example, from rainwater or other on-site sources, tankered water or effluent), we may apply an additional **wastewater usage discharge factor** or require the **wastewater** discharge to be metered by a meter approved by us. The supply and installation of the approved **wastewater meter** will be at your cost (see clause 11.1).
- (4) Where a **wastewater usage discharge factor** is varied, the revised **charge** will apply from the beginning of the next **billing cycle**. We will notify you of any change to your **wastewater usage discharge factor** in accordance with clause 5.2.



5.13 Costs for installing and connecting to our systems

- (1) You are responsible for all costs associated with an **authorised connection** to **our systems** including the construction of any necessary works from your **property** to **our systems**.
- (2) We must approve any connections to **our systems**. These connections must comply with the conditions we set to ensure the safe and reliable supply of **our services** to **customers**.
- (3) Only we, or a provider listed by us, can carry out works required on **our systems** for a new **connection point** to **our systems**. This list of providers is available on our website or by request.

5.14 Charges for other matters

- (1) We may charge you a fee for any other service you request from us, or where we have agreed to provide you with a different level of service as set out in clause 3.
- (2) To the extent that any determination made by **IPART** applies to these fees, we will charge those fees in accordance with that IPART determination.
- (3) 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. You can contact us for further details of any ancillary **charges**.
- (4) We may also charge you other fees, **charges** and amounts where we are entitled to do so under the **Act**, the **Operating Licence**, this **Customer Contract** or any applicable **law**.

6. What you can do if you are unable to pay your bill

6.1 Payment difficulties and assistance options

(1) If you are experiencing **payment difficulty** you can contact us for information about payment assistance options that are available under our *Payment Assistance Policy*. We will make every reasonable attempt to identify **customers** experiencing **payment difficulties** with the assistance of welfare organisations. We will make every reasonable effort to provide you with payment assistance.

(2) If you are experiencing **payment difficulty**, you have a right to:

- (a) be treated sensitively,
- (b) have your **payment difficulty** dealt with in a fair and reasonable manner,
- (c) seek a deferral of payment for a short period of time,
- (d) access a language interpreter (if required) at no cost to you,
- (e) tailored advice on other broader assistance options (including any appropriate government concession programs),
- (f) referral to financial counselling services (for **residential customers** only),
- (g) information from us about accredited community agencies offering payment assistance, such as payment assistance scheme credit (for **residential customers** only), or
- (h) negotiate a **payment arrangement** with us (**residential customers** only). If you are a **non-residential customer**, the availability of these arrangements will be based on commercial considerations and market conditions.

(3) If you enter a **payment arrangement** with us, we will:

- (a) allow you to make payments by instalments, in advance or arrears,
- (b) inform you of:
 - (i) the period, or periods, of the payment plan,
 - (ii) the amount and frequency of each instalment,
 - (iii) if you are in arrears, the completion date of the payment plan required to pay the arrears, and
 - (iv) if you choose to pay in advance, the basis on which the instalments are calculated.
- (c) provide for instalments to be calculated having regard to your consumption needs, your capacity to pay and the amount of any arrears you are required to pay, and

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(d) allow you to pay your arrears over a period of time and in a way that avoids your debt growing over an extended period of time.

(4) If you have entered a **payment arrangement** with us and are honouring that arrangement, we will:

(a) waive interest and late payment fees on your overdue account balance for the period of arrangement, and

(b) not take any legal action to enforce the debt or **restrict** or **disconnect** the supply of water to your **property**.

(5) If you are unable to meet your scheduled payment under a **payment arrangement** you must contact us immediately to renegotiate your **payment arrangement** and prevent recovery action.

Note for people experiencing family violence: If you are experiencing family violence, please contact us for information about our procedures for supporting you during this time, including with payment arrangements. A copy of our family violence policy is available on our website.



7. Restriction or disconnection of services

7.1 Restriction or disconnection of water services for non-payment

- (1) If you fail to comply with the reminder notice issued under clause 5.8(3), including a reminder notice in respect of a **payment arrangement**, we may issue a restriction or disconnection notice.
- (2) The restriction or disconnection notice will advise you:
- (a) of the amount payable,
 - (b) that payment is due immediately to avoid the **restriction** or **disconnection** of our **water services** to your **property**, debt recovery action, and/or incurring additional costs relating to us taking such action,
 - (c) to contact us if you are experiencing **payment difficulty**, or family violence so we can provide you with payment assistance options in accordance with clause 6.1, and
 - (d) 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 made by us.
- (3) If we intend to **restrict** or **disconnect** a **property** that we know is tenanted, we will send a notice to both your nominated address and the serviced **property** before we **restrict** or **disconnect** the **services**.
- (4) Subject to clause 7.5, we may **restrict** or **disconnect** the **water services** to your **property** if:
- (a) at least 10 business days have passed since we issued the restriction or disconnection notice to you under clause 7.1(1) and to the serviced **property** under clause 7.1(3) (if applicable), and
 - (b) you, or your tenant, have still not paid the relevant **charges**.
- (5) Information on our practices and procedures relating to **payment difficulty**, debt recovery, **restriction** and **disconnection** are outlined in our *Payment Assistance Policy*, and *Overdue Payments Policy* which are available on our website and on request

7.2 Restriction or disconnection of our services for other reasons

- (1) We may issue you with a restriction or disconnection notice if:
- (a) you have an **unauthorised connection** to our **systems**,
 - (b) you connect your stormwater pipes to our **wastewater system**,
 - (c) **your system** is **defective**,

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- (d) you fail to rectify or remove a **defect** in **your system** as set out in clause 8.13,
- (e) you fail to remove an **unauthorised work** as set out in clause 8.14,
- (f) you breach this **Customer Contract**, the **Act**, a separate agreement or any other agreement with us,
- (g) you fail to ensure access to our **meter** on your **property** in accordance with clause 10.1, after we have made every reasonable effort to contact you to arrange access (such as leaving a notice requesting access and providing you with a **disconnection** warning),
- (h) the poor quality of your water pipes prevents us from exchanging the water **meter** and you have failed to address this within a reasonable timeframe of our notifying you of this,
- (i) you fail to meet our metering requirements (published in our policies and guidelines)
- (j) a serious health or environmental risk is posed by backflow of any substance from **your water system** into our **water system**,
- (k) you fail to comply with a written notice we issue you requiring the installation of the appropriate **backflow prevention device** in accordance with the **Plumbing Code of Australia**, and any other regulations or standards that may apply, or your **backflow prevention device** is **defective**,
- (l) you use **sewer mining** or stormwater harvesting facilities that are not authorised by us or do not comply with applicable **laws**,
- (m) you discharge **trade waste** in our **wastewater system** without a separate agreement with us (if one is required), or you fail to comply with the conditions of the separate agreement,
- (n) a serious health, environmental or operational risk is posed by the discharge of chemicals or other substances into our **wastewater system**,
- (o) you are connected to our **wastewater system** using **pressure sewerage equipment**, and you do not comply with your operation and **maintenance** requirements set out in Appendix A,
- (p) you use **your recycled water** in a manner inconsistent with its intended purpose or in a manner contrary to the information we provide about the safe use of **recycled water**,
- (q) we are entitled or required to **restrict** or **disconnect**, by direction of the **Minister** or under any applicable **law** or this **Customer Contract**, or
- (r) the **customer** is a corporation and a **non-residential customer**, and an **insolvency event** occurs.

(2) The restriction or disconnection notice will advise you:

- (a) that we intend to **restrict** or **disconnect our services** to your property,
- (b) the reason for the proposed **restriction** or **disconnection**, and
- (c) whether there is action you can take to avoid us **restricting** or **disconnecting our services** to your property and the timeframe for such action.

(3) Subject to clause 7.5, we may **restrict** or **disconnect our services** to your property if at least 5 business days has passed since we issued the restriction or disconnection notice under clause 7.2(1) and the relevant issue has not been resolved to our satisfaction.

(4) We may **disconnect our services** to your **property** without giving notice under clause 7.2(1) if we consider a delay would pose a serious risk to **our systems**, public health or the environment.

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

Where you are a landlord, we may accept payment of outstanding **charges** by a tenant or other occupier of the **property**. In many circumstances, the **Act** permits a tenant or occupier to then recover those charges from you or to deduct those **charges** from rents otherwise payable to you.

7.4 Minimum drinking water flow rate

If we take **restriction** action, we will provide a reasonable **drinking water** flow for health and hygiene purposes. If you believe that the **restriction** will cause a health hazard you should contact us.

7.5 Limitations on restriction or disconnection

We will not take action to **restrict** or **disconnect** supply of **our services** to **your property** under clause 7.1(4) or 7.2(3):

- (a) for non-payment under clause 7.1 (4) for **residential customers**, without using our best endeavours to contact you further by post, phone or in person after issuing you with a disconnection or restriction notice under clause 7.1(1),
- (b) for non-payment under clause 7.1 (4) for **residential customers**, on:
 - (i) a Friday,
 - (ii) the weekend,
 - (iii) a public holiday or the day before a public holiday, or
 - (iv) after 3:00 pm on a business day,
- (c) without providing reasonable notice to the occupier of the **property** that we intend to **restrict** or **disconnect** the supply,
- (d) for non-payment under clause 7.1 (4):
 - (i) without advising the tenant of the circumstances in which the **Act** permits a tenant to pay outstanding **charges** and then recover the amount paid from the **property owner** or deduct the amount paid from any rent payable to the **property owner**, and
 - (ii) without providing the tenant reasonable opportunity to pay the **bill**,
- (e) if we have received a notification that you need **drinking water** for a life support machine or other special needs (as per clause 3.1(7)), or
- (f) if a related **complaint** is being considered for resolution by us or **EWON**, or by legal proceedings.

7.6 Disconnection by a customer

(1) You may **disconnect** your **property** from **our systems** provided:

- (a) you have paid the relevant **charges**,
- (b) you have complied with:
 - (i) all applicable **laws** including all applicable health, environmental and local council regulatory requirements, and
 - (ii) all requirements detailed in the policies published on our website,
- (c) you have given us all information we may reasonably require,
- (d) the **disconnection** is undertaken by a licensed plumber and conducted in accordance with our **connection requirements**,
- (e) you or your licensed plumber have:
 - (i) given us 10 business days' notice of the **disconnection** from **our system**,

- (ii) obtained our written consent, and
- (iii) returned any of our equipment to us (e.g. our **meter**).

(f) the **disconnection** of your **property** from **our systems** does not prevent access to, or delivery of **our services** to other parties connected to a joint privately-owned service.

(2) We will continue to charge you a **service charge**, even if you are not using **our service**, until the **disconnection** has been confirmed and any of our equipment is returned to us. You may apply to us to be exempted from this charge.

7.7 Restoration of water services

(1) If we **restrict** or **disconnect** the **drinking water service** to your **property**, we will give you information to enable you to arrange for the restoration of the **drinking water service**. You will need to pay a restoration fee to restore the **drinking water service** to your **property**.

(2) If you meet the below conditions, we will restore our **drinking water service** to your property:

- (a) the reason for **restriction** or **disconnection** of supply no longer exists,
- (b) we agree with you to restore supply, or
- (c) you pay outstanding **charges**.

(3) If you meet these conditions before 3:00pm on any business day, we will restore your **drinking water service** on the same day.

(4) If you meet these conditions after 3:00 pm on any business day you may be asked to pay the after-hours reconnection **charge** as set by **IPART**. We will then make every reasonable effort to restore our **drinking water service** to your **property** on the same business day. If, despite making every reasonable effort, we are unable to restore our **drinking water service** to your **property** on the same business day, we will restore it on the next business day.

(5) Arrangements for restoration of our **recycled water service** to your **property** will be agreed between us and you.

8. Responsibilities for connections, maintenance and repair

8.1 Diagrams

(1) Appendix B contains diagrams showing responsibilities for **maintenance** for **authorised connections**. These diagrams are illustrative only and should not be relied on for any purpose other than to assist with understanding the provisions of this **Customer Contract**.

(2) In the event of an inconsistency between the diagrams and other terms and conditions of this **Customer Contract**, the other terms and conditions prevail to the extent of the inconsistency. Refer to our relevant **connection requirements** for further information.

8.2 Our responsibilities regarding our systems

(1) We are responsible for maintaining and repairing **our systems**.

(2) If we undertake any work on **our systems** that are located on or adjacent to your **property**, we will leave the affected area and immediate surrounds as near as possible to the state which existed prior to the work being undertaken, unless we have agreed to a different arrangement with you.

8.3 Your responsibilities regarding your water systems

(1) As a **property owner**, you own and are responsible for **your water systems** between the **connection point** to our **drinking water system** and **recycled water system**, and the buildings and/or taps on your **property**. These are referred to as **your water systems** and may extend beyond the boundary of your **property**. Your responsibility includes installation, **maintenance** and repair, as well as any modification, upsizing or relocation.

(2) You are also responsible for:

- (a) installing, maintaining and annually testing your **backflow prevention devices**, except where the device is integrated into the water **meters** supplied by us. If you fail to carry out an annual test of your **backflow prevention device**, we may arrange for an annual test and **charge** you the cost incurred by us for the annual test,
- (b) obtaining any necessary legal rights for **your water systems** that traverses any other private **property**, and
- (c) any damage caused by a failure of **your water systems**.

(3) You should contact us if you do not know where our **drinking water system** or **recycled water system** is located. We will provide you with information on where to obtain a diagram.

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8.4 Our courtesy repair for your water systems

(1) Subject to the exclusions below, we may investigate any failure of **your drinking water system** or **your recycled water system (your water system)** and undertake a free repair to the part of **your water system** between our **water system** and the water **meter** on your property, up to one lineal metre along the pipe within your **property boundary**.

(2) The free repair offered under this clause 8.4 does not apply to and specifically excludes the repair of:

(a) **your water system**, where:

(i) the fault is more than one metre along the pipe inside the **property boundary**, even where that is still before the water **meter** (if your **property** is a lot in a strata scheme, this means one metre along the pipe inside the boundary of the parcel of the strata scheme of which your property is a part), or

(ii) it is completely within private **property** such as in some community title subdivisions,

(b) **fire services** (including combined services), both inside and outside the **property boundary**,

(c) **backflow prevention devices**,

(d) private water system servicing a development site where the fault is behind construction fencing,

(e) faults caused by you,

(f) private water systems greater than 40 millimetres diameter and/or that are designed and installed to meet a **customer's** supply requirements, and

(g) private water systems connecting to our **drinking water** or **recycled water systems** under the terms of a separate agreement.

(3) This free repair excludes the installation of a new private water system (or part thereof) or modifying, upsizing or relocating an existing private water system.

(4) If we undertake a free repair to **your water system**:

(a) you retain ownership of and, subject to clause 11.5, responsibility for the repaired pipes, as part of **your drinking water** or **recycled water system**,

(b) we will backfill and make safe any excavations required on your **property**. We will not restore any landscaping, structures or hard surfaces,

(c) you assign to us any and all of your rights to recover our costs from any person(s) responsible for the failure of **your drinking water** or **recycled water system**.

(5) If you do not want us to perform repairs on **your water system**, you must have any failure of **your water system** between our **water system** and, the water **meter**, for your **property** repaired by a licensed plumber within a reasonable timeframe in accordance with the **Plumbing Code of Australia** and any other applicable codes, regulations or standards.

8.5 Your responsibilities regarding your wastewater system

(1) As the **property owner**, you own and are responsible for **your wastewater system** from your **property**, to and including the **connection point** with our **wastewater system** (which may be located beyond your **property boundary**).

(2) Your responsibility includes:

- (a) the installation, **maintenance**, repair, and any modification, upsizing or relocation of **your wastewater system** using a licensed plumber or drainer,
- (b) obtaining any necessary legal rights for **your wastewater system** that traverses any other private **property**, and
- (c) any damage caused by a failure of **your wastewater system**.

(3) You must not allow rainwater to enter **your wastewater system**.

Note: This does not prevent you from using rainwater to reduce your usage of drinking water, such as for flushing toilets.

(4) We are not responsible for damage to **your wastewater system** unless we have caused the damage.

(5) You should contact us if you:

- (a) have any questions about the repair and **maintenance** responsibilities for **your wastewater system**, or
- (b) do not know where your **connection point** to our **wastewater system** is. We can provide information on where to find a diagram.

8.6 Our courtesy repair service of a collapse in your wastewater system

(1) We may repair collapsed **wastewater** pipes that form part of your **wastewater system** for free, where:

- (a) the collapse is located under a hard stand area (such as footpath or roadway) in public land, and
- (b) a licensed plumber has submitted evidence to allow us to confirm that excavation is required to repair the collapsed section of **your wastewater system**.

(2) If we undertake a free repair to **your wastewater system**:

- (a) you retain ownership of and responsibility for the repaired pipes, as part of **your wastewater system**, subject to clause 12.5, and
- (b) you assign to us any and all of your rights to recover our costs from the person(s) responsible for the collapse of **your wastewater system** to us.

(3) If we assess that the fault can be repaired without excavation, we will not provide this free repair service, and you will remain responsible for the repair of **your wastewater system** and any associated costs.

(4) We will not reimburse you for any costs you have incurred relating to the collapse of **your wastewater system**.

(5) The free repair service referred to in this clause is only available to **residential customers** at our discretion.

(6) You should refer to our *Collapsed Private Services in Public Land Program* guideline for further information about your eligibility for free repairs to **your wastewater system**. This guideline is available on our website or by request.

8.7 Pressure sewerage equipment

(1) We are the owner of **pressure sewerage equipment** if the equipment is provided and installed by us or on our behalf, including where the equipment is located on your **property**.

(2) You are the owner of the **pressure sewerage equipment** where the equipment is provided and installed by your licensed plumber or drainer, or on behalf of you or a prior **property owner** of your **property**. You may know this arrangement as 'pump-to-sewer'.

(3) There are different repair and **maintenance** obligations depending on whether the **pressure sewerage equipment** is owned by us or by you.

(4) Your repair and **maintenance** obligations are set out in Appendix A and illustrated in Figures B.5, B.6 and B.7 in Appendix B.

8.8 Private joint services

(1) Each **property owner** is responsible for the costs of repairs and **maintenance** of the **private joint service** and any damage resulting from a defect in the **private joint service**. Your shared responsibility starts from the **connection point to our system**. The apportionment of the costs incurred in **maintenance** of the **private joint service** is a matter between you and others who share it.

(2) If you are the **property owner** and want to **disconnect** from the **private joint service**, you must apply to us before **disconnecting**, as described in clause 7.6. However, the physical **disconnection** of your **property** from the **private joint service** is a matter between you and the other **owners** of the **private joint service**. We have no authority over the physical connection or **disconnections** from **private joint services**.

8.9 Your responsibilities regarding stormwater drainage systems

(1) You are responsible for the **maintenance** of:

- (a) any connections between your **property** and our **stormwater system**, and
- (b) any coverings, bridges or similar structures within your **property** that cover or cross our **stormwater system** (unless they are owned by us).

8.10 Water efficiency

(1) You may install water saving devices provided the following is met:

- (a) any water tank that collects and uses rainwater for your own use, can only be connected, directly or indirectly, to our **water system** with an appropriate **backflow prevention device**, and
- (b) a composting toilet cannot connect to our **water system** or our **wastewater system**.

(2) You must comply with **BASIX** requirements and all applicable **laws** when installing water efficiency devices. Approval may be required from your local council.

(3) For **non-residential properties** connected to our **wastewater system**, that have rainwater tank(s) with a volume exceeding 20,000 litres which are installed to supply plumbing facilities (for example, where rainwater is used for toilet flushing, laundry supply, floor wash down), we may require the **wastewater** discharge to be metered or may impose an additional **wastewater usage discharge factor** as set out in clause 5.12.

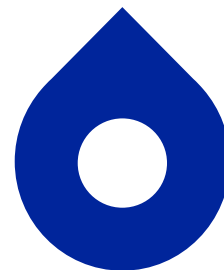
(4) Information on how to conserve water is available on our website or by contacting us.

8.11 Notify us of system failures

(1) You should inform us if you become aware of the following faults:

- (a) any failure of **our systems**, such as a burst pipe, overflow or leak from **our systems**,
or
- (b) any interruption or disruption of **our services**.

(2) We will attend to the faults listed in 8.11(1) as soon as practicable after you have notified us.



(3) If you damage our **water system, wastewater system** or **stormwater drainage system**, you must immediately notify us about the damage.

8.12 Removal of trees

(1) If a tree on your **property** is obstructing or damaging any of **our systems**, or is reasonably likely to do so, we may require you to remove the tree at your cost except where the **Act** or another **law** provides otherwise (such as under the *Heritage Act 1977* (NSW) or the *National Parks and Wildlife Act 1974* (NSW)).

(2) We will give you written notice requiring you to remove the tree within a reasonable period.

(3) You may, with our consent but at your cost, take steps to eliminate the cause of damage or interference to **our systems**, without removing the tree.

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

(a) 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, or

(b) an easement did not exist in favour of **our system** when the tree was planted on your **property**.

(5) If you fail to comply with a notice to remove a tree without reasonable cause (such as a delay or failure in obtaining consent from your local council or refusal by the council to allow you to remove the tree), then we may remove the tree at your cost where:

(a) you were the **property owner** at the time the tree was planted, and

(b) you should have known that the planting of the tree would result in the damage or interference, or where an easement existed in favour of **our systems**.

(6) You may contact us for further information about removing trees.

8.13 Defects with your systems

(1) If we become aware of any **defect** in **your systems** that impacts or poses risks to **our systems** or the operation of any of **our systems**, we may issue you a notice requiring you to fix the **defect** within a reasonable time.

(2) If you do not comply with the request, we may **restrict** or **disconnect your system** from **our system** until the **defect** is fixed. We may also remedy the **defect** and **charge** you the reasonable costs incurred by us in undertaking this work.

(3) We may **restrict** or **disconnect our services** to your **property** without notification if the **defect** with **your system** presents a risk to **our people** or **our systems**.

8.14 Building, landscaping and other construction work

(1) You must obtain a building plan approval from us for any works or structures, such as excavation, landscaping or construction work that are over, or next to, **our system**, or may impact our ability to access **our system**, or interfere with, damage or destroy **our systems**. We may give our approval subject to certain conditions or withhold approval at our sole discretion.

(2) You can find further information on our website about whether you require an approval and how to obtain a plan from us identifying the location of **our systems**.

- (3) If our approval has not been obtained, or the conditions of our approval are not met, your plans will be considered to be **unauthorised work**.
- (4) You are required to remove any **unauthorised work** on your **property**, at your cost, even if the **unauthorised work** existed prior to your ownership of the **property**.
- (5) We may issue you a notice requiring you to remove **unauthorised work** within a reasonable timeframe. If you do not comply with the notice, we may remove the **unauthorised works** and charge you the reasonable costs incurred by us in undertaking this work.
- (6) We may **restrict** or **disconnect our services** to your **property** until the **unauthorised work** is removed.
- (7) Properties with an existing **water service** must be metered during the period of any excavation, building, landscaping or construction work. The water **meter** must be accessible (as described in clause 11.3) at all times.



9. Authorised and unauthorised connections

9.1 Authorised connections

(1) You must apply, and have our written consent, to connect your **property** and **your systems** to **our systems**.

(2) Once your application is approved, your connection must comply with the conditions we set to ensure the safe and reliable supply of **our services**. A licensed plumber, or a provider listed by us, must undertake the connection in accordance with our **connection requirements** and plumbing, drainage or other regulations, standards or **laws** that may apply. A list of providers is available on our website or by request.

(3) If you do not comply with these requirements, you will be considered to have an **unauthorised connection**.

9.2 Unauthorised connections

(1) If we become aware that you have an **unauthorised connection** to **our systems**, we may request you to rectify the **unauthorised connection** within a reasonable time.

(2) If you do not comply with our request, we may **restrict** or **disconnect** supply of **our services** to your **property** until you fix the issue. We may charge you the reasonable costs incurred by us in undertaking this work and, if required, in reconnecting you.

(3) We may **restrict** or **disconnect** supply of **our services** to your **property** without notification if your **unauthorised connection** presents a health or physical hazard to **our people, our systems** or the community in general.

9.3 Altering and unauthorised connection or use

(1) In accordance with the **Act, Sydney Water Regulation** or other applicable **law**, you must not:

- (a) wrongfully take, use or divert any water from our **water systems**,
- (b) use a dedicated **fire service** for any purpose other than firefighting or testing of the **fire service**,
- (c) wrongfully discharge any substance into **our systems**, or
- (d) make any **unauthorised connection** to **our systems**.

(2) You must obtain our written consent before carrying out any activity that may alter, cause destruction of, damage or interfere with **our systems**. Such consent is to be at our reasonable discretion.

(3) If you do not comply with the requirements in this clause 9.3, we may charge you for the estimated amount of water used, or the reasonable costs incurred by us resulting from your activity. Fines may also apply and be imposed on you by a relevant authority.

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10.1 Access to our systems

(1) You must ensure that there is safe access to your **property** to allow us to:

- (a) inspect, construct, maintain or upgrade **our systems**,
- (b) ensure compliance with this **Customer Contract**, the **Operating Licence** or the **Act**,
- (c) fit, read, test, inspect, maintain or replace the water **meter**,
- (d) collect and test **drinking water** and **recycled water**,
- (e) maintain **drinking water** and **recycled water** quality sampling points, and
- (f) access your **property** for other purposes set out in the **Act** or other applicable **law**.

10.2 Our identification and authorisation

When we enter your **property**, **our people** will carry identification and a certificate of authority issued under section 39 of the **Act** authorising the person to enter the **property**. This identification and authorisation will be shown to you (or to any person present at the time of access).

Note: The required identification and certificate of authority may be contained within one single document.

10.3 Notice of property access

(1) Subject to any provision of this **Customer Contract** and the **Act**, we will give you, or the occupier of your **property**, 2 business days' written notice. The notice will specify the date and approximate time of our entry onto your **property**, except where:

- (a) you have agreed to a shorter period,
- (b) entry is required urgently (for example, if we need to urgently investigate a health or safety issue),
- (c) we need to read the water **meter** (see clause 11.3),
- (d) giving notice would defeat the purpose of entry, or
- (e) we have the power under any **law** to access your **property** without the provision of such notice.

10.4 Impact on customer's property

(1) If we enter your **property**, we will make every reasonable effort to:

- (a) cause as little disruption or inconvenience as possible,
- (b) remove all rubbish and equipment we have brought on to the **property**, and
- (c) leave the **property**, as near as possible, in the condition that it was found on entry.

(2) Where our activities result in inconvenience, damage or loss to you or your **property**, you may be entitled to compensation under section 41 of the **Act**, as outlined in clause 12. Compensation may be made by reinstatement, repair, construction of works or payment.

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11.1 Installing and maintaining the water meter

- (1) Your **property** must have a water **meter** to measure the quantity of water that we supply you unless we agree otherwise in writing. Separate **meters** will be installed for **drinking water** and **recycled water** where the **property** has connection to both of **our services**.
- (2) If there is no **meter** measuring the supply of water to your **property**, we will charge you an unmetered **service charge** as determined by **IPART**.
- (3) Details, including who is required to supply you with the water **meter** and who is required to pay for the plumbing installation are provided in our metering requirements published in our policies and guidelines on our website.
- (4) You are responsible for installing the pipework on either side of the water **meter**. You are also responsible for maintaining the pipework located on either side of the water **meter** unless we repair it under clause 8.4. For further details, refer to our requirements published in our policies on our website.
- (5) The installed water **meter** remains our **property** and we will maintain it. We may charge you for the cost of repair or replacement of the **meter** and its assembly if it is missing, removed or damaged by you (other than for normal wear and tear).
- (6) You must not remove a water **meter** from your **property** without our consent.
- (7) In multi-level buildings that need a connection to our **water system** after the commencement of this **Customer Contract**, we will maintain the individual unit **meter** once it is installed and becomes our **property**. You can find information about the cost of these **meters** in our *Water meter installation guide* document on our website.
- (8) If the set-up of the water **meter** or the area around the **meter** is changed in a way that makes it difficult to replace the **meter**, we will notify you that the water **meter** set up or area must be changed within a reasonable timeframe so we are able to change the **meter**. If you fail to comply with the notice, we may make the required changes to the set up or area around the water **meter** and charge you our reasonable costs of undertaking the work.
- (9) We may require that you fit a water **meter** to your **fire service**. This requirement may be set out in your connection approval or advised at a later time.
- (10) If you have a Sydney Water **data logger** on your **property** as part of a metering system (for example, in multi-level buildings), you are responsible for maintaining and paying for the continuous electricity supply to it.

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11.2 Backflow prevention devices

- (1) You must ensure that an approved **backflow prevention device** is fitted, appropriate to the **property's** hazard rating and **meter**, and that it complies with the **Plumbing Code of Australia**, and any other codes, regulations or standards that may apply.
- 2) Most **residential properties** with low hazard ratings that are serviced by either a 20mm or 25mm water **meter** are exempt from this requirement because these **meters** already contain a **backflow prevention device**.
- (3) Properties with larger water **meters** or that have a higher hazard rating, must also comply with our requirements published in our policies on our website.

11.3 Access to the water meter

- (1) We may enter your **property** without notice to read the water **meter**.
- (2) You must ensure that the water **meter** is always accessible to **our people**. The water **meter** and visible pipe connected to it should be clear of concrete, plants, trees, bushes and other obstructions.
- (3) If you have not provided reasonable and safe access to the water **meter**, we may:
 - (a) bill you on an estimate of your water usage,
 - (b) require you to do any of the following:
 - (i) relocate the water **meter** at your cost,
 - (ii) read the water **meter** yourself and provide us with the reading, or
 - (iii) install a remote reading device, which may attract an additional **charge**,
 - (c) seek access at a time suitable to you, which may attract an additional **charge**,
 - (d) take action under clause 7.2 to **restrict** or **disconnect** our **water service** to your **property** until you provide reasonable and safe access around the water **meter**,
 - (e) charge you a fee for installing a remote reading device or digital water **meter**, or
 - (f) make other arrangements with you.
- (4) If you intend to relocate your water **meter**, you need to engage a licensed plumber or drainer at your cost. Your plumber should check our published policies and guidelines before relocating the water **meter**.



11.4 Measuring water supply

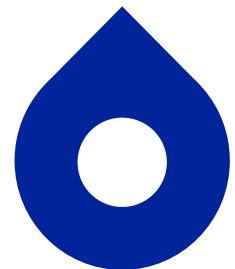
- (1) You will be charged for the quantity of **drinking water** and **recycled water** measured by the water **meter**, unless the **meter** is faulty and we are required to adjust what we charge you under clause 11.5.
- (2) It is an offence under the **Act** to tamper with a water **meter** or to divert water in a manner that prevents the **meter** from recording usage.
- (3) If a water **meter** is stopped, inaccessible, or damaged, we will calculate an estimated water usage on a basis that is representative of your usage pattern, which we will use to calculate your water usage **charge**.
- (4) Where we have made 3 attempts (each at least one week apart) within a 6-week period to contact you to arrange to repair or replace the water **meter** and we have had no response, we may charge you an unmetered **service charge** until the water **meter** can be repaired or replaced. Where possible, we will use at least 2 different communication methods to try and contact you before charging you with an unmetered **service charge**.
- (5) We will make every reasonable effort to provide an actual **meter** reading at least once every 12 months, including water **meter** readings taken by you on our behalf.
- (6) Where the **meter** is part of an automated water **meter** reading system in a multi-level building, we may share your **meter** reading information with the **owners Corporation** or building manager.

11.5 Meter testing

- (1) If you consider that the water **meter** is not recording accurately, you may request, at your cost, that we test it. We will:
- (a) send the water **meter** to an independent, nationally accredited laboratory to test its accuracy
 - (b) advise you of the **meter** test results, and
 - (c) make available a written report of the **meter** testing on your request.
- (2) You must pay the costs of the water **meter** test before it is done.
- (3) If the test shows that the water **meter** is over-recording by over four per cent (4%) of the actual volume passing through it, we will:
- (a) repair or replace the water **meter**,
 - (b) refund the costs paid by you for the test, and
 - (c) recalculate your most recent **bill** on the basis that is representative of your water usage pattern.

11.6 Meter replacement

- (1) We will replace the water **meter**, at no cost to you, if the **meter**:
- (a) is found to be faulty,
 - (b) can no longer be reasonably maintained, or
 - (c) is to be replaced as part of a **meter** replacement program.
- (2) Other than **meters** inside units in multi-level buildings, we will attempt to notify you at the time of replacement and advise you that a new water **meter** has been installed. A mutually acceptable time will be negotiated with **non-residential customers** for the replacement of water **meters**, where practicable.
- (3) For **meters** installed inside units in multi-level buildings, refer to our water metering requirements, published in our policies and guidelines on our website.



(4) If you become aware that the water **meter** has been stolen from your **property**, you must:

(a) report the theft to the police as soon as possible,

(b) contact us on 13 20 90 and provide us with the Event Number for your police report, and

(c) if the pipework on either side of the water **meter** was damaged during the theft, engage a licensed plumber, at your own cost, to repair the pipework.

(5) Following the theft, once you have completed the above steps, we will arrange for the water **meter** to be replaced and you may be required to pay any related **charges**.

12. Redress

12.1 Notification

If you notify us that we have failed to comply with this **Customer Contract** or our activities have resulted in inconvenience, damage or loss to you or your **property**, we will investigate the matter and promptly advise you of how we may rectify the problem. This will include whether you are entitled to a rebate or other redress options under this clause 12.

12.2 Rebates

- (1) You may be entitled to a rebate on your **bill** if any of the events in this clause 12 occur if you, or a third party, have not caused or contributed to the event.
- (2) Information on rebates provided under this contract is set out in our *Allowances and Rebates on your Bill* policy.
- (3) We will pay the rebate in your next **bill** where possible.
- (4) The rebate values set out in this clause 12 are for the first year of this **Customer Contract**. The rebates will increase annually in line with CPI.

Unplanned interruptions

- (5) If you experience an **unplanned interruption** to your **drinking water service** of more than 5 hours in duration due to a failure of our **drinking water system**, an automatic rebate of \$46 will be applied. This rebate is applicable for the first and second events that you experience an **unplanned interruption** in a 12-month rolling period
- (6) If you experience 3 or more **unplanned interruptions** to your **drinking water service** of over one hour each in a rolling 12-month period, due to a failure of our **drinking water system**, you are entitled to a rebate equal to the whole annual water **service charge**, less any concessions available to you. You will receive this rebate after the third event that you experience an **unplanned interruption** in the rolling 12-month period.

Planned interruptions

- (7) If you experience a **planned interruption** to your **drinking water service** more than 5 hours in duration, an automatic rebate of \$23 will be applied. You will receive this rebate for every event of this type that you experience.

Low water pressure

- (8) If we assess your **property** as having experienced **low drinking water pressure** you are entitled to a rebate of \$46. When the **low drinking water pressure** event is identified through our monitoring, the rebate will automatically be granted. Only one rebate of this type will be applied each quarter.
- (9) You are not entitled to a rebate for low pressure under clause 12.2(8) if the **low drinking water pressure** event is a result of:

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- (a) an **unplanned interruption**,
- (b) an ongoing **planned interruption**,
- (c) water usage in the case of a fire or other abnormal demand,
- (d) a short term or temporary operational problem (such as a main break), including where caused by a third party, that is remedied within 4 days of its commencement or
- (e) you living in the vicinity of a **property cluster** and we inform you of the risk of recurring **low drinking water pressure** at your **property** before your **property** is connected to our **drinking water system** for the first time.

Wastewater overflows

(10) If you experience a **wastewater overflow** on your **property** due to a failure of our **wastewater system**, you are entitled to a rebate of \$87 after the event.

(11) If you experience 2 **wastewater overflows** on your **property** in a rolling 12-month period due to a failure of our **wastewater system**, you will be entitled to a rebate of \$174 after the second event.

(12) If you experience 3 or more **wastewater overflows** on your **property** in a rolling 12-month period due to a failure of our **wastewater system**, you will be entitled to a rebate equal to the whole annual **wastewater service charge**, less any concessions available to you. You will receive this rebate for the third event that you experience in the rolling 12-month period.

Dirty or discoloured water

(13) If you notice that the **drinking water** supplied to your **property** is dirty, discoloured or is not suitable for normal domestic purposes, you should contact us on our 24-hour faults hotline on 13 20 90.

(14) After we investigate your feedback about the **drinking water** supplied to your **property**, you may be entitled to a rebate of \$46 for being provided with dirty or discoloured **drinking water** or **drinking water** that is not suitable for normal domestic purposes. Only one rebate of this type will be applied each quarter. If the cause of the problem is identified in **your water system**, the rebate will not apply.

Boil water alerts

(15) If **NSW Health** issues a 'boil water alert' due to contamination of **drinking water** that has been caused by us, you are entitled to a rebate of \$58 for each contamination incident, where your **property** is within the declared boiled water alert area.

Exception for disaster events

(16) If a **disaster event** occurs the rebates under this clause 12.2 will not apply.

12.3 Forms of redress

(1) If a failure by us to comply with this **Customer Contract**, the **Operating Licence**, the **Act** or our activities result in damage or loss to you or your **property**, you may be entitled to redress which we may provide in any of the following forms:

- (a) reinstatement,
- (b) repair,
- (c) rectification,
- (d) construction of works,
- (e) providing alternative supplies of water,
- (f) emergency accommodation, or
- (g) monetary compensation as set out in clause 12.4.

(2) You can initiate a request for redress by contacting us. We will treat your request in accordance with clause 13.1 as if your request were a **complaint**, and a specialist staff member will be assigned to your case.

(3) If you are dissatisfied with the form of redress we offer you, you may request a review of the redress by a manager.

12.4 Claim for monetary compensation

(1) If you would like to make a claim for monetary compensation as a form of redress, you must specify the nature of the problem and the monetary compensation sought. We will require you to:

(a) submit your claim in writing on a claim form which is available on our website or by request, and

(b) provide relevant documentation and evidence in support of your claim.

(2) We will:

(a) acknowledge receipt of your claim within 5 business days,

(b) provide you with a claim reference number that will assist you with tracking your claim, and

(c) provide regular updates on our investigation into your claim including an initial update within 30 days of receiving your claim.

(3) Once our investigation is complete, we will provide you with a written assessment of your claim, outlining the reasons for our decision and whether any compensation will be offered. If you are not satisfied with our decision, you have the right to:

(a) seek review of your claim under clause 13.2, and if you are still dissatisfied,

(b) seek an external review under clause 13.4

12.5 Guarantees and assurance

(1) The only conditions and warranties included in this **Customer Contract** are:

(a) those set out in this **Customer Contract**, and

(b) those that we must provide by **law**.

(2) Our goods and **our services** also come with certain guarantees that cannot be excluded under the **Australian Consumer Law**.

(3) This clause does not affect rights you may have under a **law** that cannot be excluded or limited.

13. What you can do if you are unhappy with our services

13.1 Customer complaints

- (1) If you have a **complaint** about **our services**, or our compliance with this **Customer Contract**, the **Act** or the **Operating Licence**, you should first contact us.
- (2) We will address your **complaint** in accordance with our *Complaint Policy* and will make every reasonable effort to resolve your **complaint** as soon as possible.
- (3) The *Complaint Policy* is available on our website and by request.
- (4) We will:
 - (a) acknowledge receipt of your **complaint** within:
 - (i) 2 business days (when made over the phone and the matter cannot be dealt with immediately), or
 - (ii) 5 business days (when made in writing and the matter cannot be responded to sooner by phone contact),
 - (b) indicate our intended course of action including an estimated timeframe to respond to your **complaint**, and
 - (c) provide you with the name of a contact person and a service request number that will allow you to track your **complaint**.

13.2 Complaints review

- (1) If you are not satisfied with the solution offered or action taken by us, you may have the **complaint** reviewed by one of our managers.
- (2) The manager will:
 - (a) clarify your **complaint** and the outcome sought,
 - (b) ensure that the **complaint** has been properly investigated,
 - (c) advise you of the estimated timeframe for the review,
 - (d) communicate to you our final decision,
 - (e) outline the relevant facts and regulatory requirements where appropriate,
 - (f) indicate what we will do to address the issue, and
 - (g) notify you of your rights to external review if you are still not satisfied with our decision.

13.3 Resolution of complaints

- (1) A **complaint** will be considered resolved if:
 - (a) we give you a response that:
 - (i) resolves the **complaint** to your satisfaction (or indicates how the **complaint** will be resolved to your satisfaction),

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(ii) explains the basis of our decision (including an explanation of the relevant policy and/or regulatory requirements) and why no further action is proposed in relation to the **complaint**, or

(iii) provides a date when the issue will be resolved if the **complaint** relates to future planned work,

(b) the **complaint** is resolved through an external dispute resolution process in accordance with clause 13.4,

(c) 28 business days have passed since you have received our response referred to above and you have not:

(i) sought a further review under clause 13.2, or

(ii) escalated the **complaint** to **EWON** as provided in clause 13.4.

(2) We will extend the 28 business days by a reasonable period if:

(a) within those 28 business days you have requested an extension, or

(b) after the 28 business days you demonstrate that, because of special circumstances, you were unable to seek an extension within the 28 business days.

(3) We will treat any further communication received from you after the expiry of the 28 business day period, or any extension to it, as a new **enquiry** or **complaint**. We may, at our reasonable discretion, refuse to entertain, respond to or deal with the same **complaint** again.

13.4 External dispute resolution

(1) If you are still not satisfied with our response after following the process in clause 13.1 and 13.2, you may escalate the **complaint** to a **dispute** and seek external resolution of the **dispute** through **EWON**. **EWON** will work with us and you to find a fair and reasonable outcome.

(2) We would appreciate the opportunity to try and resolve the issue with you first, before you refer the matter to **EWON**.

(3) **EWON's** services are available to you at no cost.

(4) **Disputes** that may be referred to **EWON** include **disputes** about the provision of **our services**, your account, credit or payment services and **restriction** or **disconnection**. Full details are available on **EWON's** website at www.ewon.com.au.

(5) You may choose whether or not to accept **EWON's** decision. If you decide to accept it, then it will be final and binding on us. If you choose not to accept **EWON's** decision, we will not be bound by the decision.

(6) You also have recourse to the legal system, including the NSW Civil and Administrative Tribunal (NCAT), who may hear and determine consumer claims as defined in part 6A of the *Fair Trading Act 1987* (NSW).

Note: IPART can approve an alternative dispute resolution scheme under the Operating Licence.

14. Who you should contact

14.1 Emergency assistance (faults and leaks assistance)

(1) You may contact our **24-hour Fault hotline on 13 20 90** in the event of:

- (a) a suspected leak or burst water pipe,
- (b) a **wastewater overflow**,
- (c) an **unplanned interruption**,
- (d) a water quality or **low drinking water pressure** problem, or
- (e) a blocked stormwater canal.

(2) The emergency phone number is also listed on your **bill** and on our website (sydneywater.com.au).

(3) If your **enquiry** cannot be answered immediately, we will:

- (a) provide a reference number for your **enquiry**, and
- (b) make every reasonable effort to respond to your **enquiry** within 5 business days.

(4) **Emails** about faults and leaks can also be directed to faul@sydneywater.com.au.

14.2 General enquiries

(1) You can find information on a range of topics on our website at sydneywater.com.au. You can check for **water service** interruptions or subscribe for **water service** interruption alerts for events impacting your **property**.

(2) **Property owners** who have registered for **My Account** via our website are automatically subscribed for service interruption alerts using the contact details provided at the time of registration.

(3) If you have an **enquiry** relating to your account, a **bill**, payment options, concession entitlements or other information about **our services**, and you cannot find the answer on our website, you should contact us via the following methods:

- a) Website: sydneywater.com.au (using the online Contact us enquiry form),
- (b) **Email:** CustomerService@sydneywater.com.au,
- (c) **Post:** **PO Box 399 Parramatta NSW 2124**, or
- (d) **Call:** **13 20 92** (between 8:00am and 5.30pm, Monday to Friday, excluding public holidays).

Note: These details are correct as at 1 July 2024. Changes to these details will be updated on our website as soon as reasonably practicable. You should verify these details via our website. There may be other forms of online contact platforms available from time to time. Please check our website for details.

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- 4) You can also contact us directly using the above methods for information that we are required to provide under this **Customer Contract**. We will provide you with the relevant information free of charge.
- (5) Our contact phone numbers are provided on your **bill** and on our website.
- (6) **My Account** also allows you to view your billing and payment history and request payment extensions for your account
- (7) We will reply to your written **enquiry** within 5 business days of receiving it, unless we can respond sooner by phone contact. Our written response will provide a service request number for follow up **enquiries**.
- (8) If your phone enquiry cannot be answered immediately, we will:
- (a) provide a reference number for your phone **enquiry**, and
 - (b) make every reasonable effort to respond to your phone **enquiry** within 5 business days.

14.3 Free interpreter and TTY services

- (1) We provide a free interpreter service for people from non-English speaking backgrounds to contact us. Please call 13 14 50 to access these services.
- (2) **Customers** who have a hearing or speech impairment can contact us through the National Relay Service (NRS):
- (a) For TTY (teletypewriter) users, **call 133 677 and ask for 1300 143 734,**
 - (b) For Speak and Listen (speech-to-speech relay) users, **call 1300 555 727 and ask for 1300 143 734, or**
 - (c) For internet relay users, connect to the NRS (see relayservice.gov.au for details) and ask for **1300 143 734.**



15. Consultation, information and privacy

15.1 Community involvement

(1) We engage with **customers** and the community on issues relevant to our programs, **our services** and decision-making processes.

(2) For further information about how we engage with our **customers** and the community see our website.

15.2 Providing information

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

15.3 Privacy

(1) We will comply with all relevant privacy legislation (including the *Privacy and Personal Information Protection Act 1998* (NSW) and the *Health Records and Information Privacy Act 2002* (NSW).

(2) Details on how we protect your privacy and handle your **personal information** and **health information** are available on our website.

(3) Privacy **enquiries** and **complaints** may be directed to our Privacy Manager or to the NSW Privacy Commissioner.

(4) You may receive communications from us electronically (including via SMS or email). Where you do so, we may use your contact details:

(a) to notify you as required under, or to communicate with you about other matters set out in, this **Customer Contract**,

(b) to send you our newsletter or information about other programs of community interest, or

(c) to survey you about any services that we provide or propose to provide.

(5) You may opt out from receiving certain electronic communications.

(6) To the extent permitted by **law**, we may disclose **personal information** we have either collected from you or from the NSW Land Registry Services, and information relating to your payment or credit history, your creditworthiness, credit standing, or credit capacity (including our opinions regarding these matters) to:

(a) credit reporting agencies, other credit providers, other suppliers, or our agents and contractors, or

(b) other authorities or government departments, such as the NSW Land Registry Services or Services Australia, or

(c) other authorities for the purpose of confirming your eligibility for concessions and exemptions (for example, to verify your pensioner concession with Services Australia).

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16. Definitions, interpretation and policies

16.1 Dictionary

In this **Customer Contract**, the defined terms have the same meaning as those provided in the **Operating Licence** and the **Act**, where available. All other words have the meanings provided below.

Where terms used in the **Customer Contract** are defined in the **Act**, a guidance note may be included to set out the meaning of the term. Guidance notes do not form part of the **Customer Contract** and may be updated by us from time to time with the approval of **IPART**.

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

area of operations means the area referred to in section 10 of the **Act** and specified in Schedule A to the Licence.

Australian Consumer Law means the Australian Consumer Law as set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

Australian Drinking Water Guidelines means the “*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 and updated in September 2022.

Australian Guidelines for Water Recycling means the “*Australian Guidelines For Water Recycling: Managing Health and Environmental Risks (Phases 1 and 2)*” published by the Environment Protection and Heritage Council, the Natural Resource Management Ministerial Council and the National Health and Medical Research Council or the Australian Health Ministers’ Conference.

authorised connection means a connection to **our systems** that has been approved by us in compliance with our **connection requirements** and any conditions of approval or a connection to **our systems** that pre-dates formal written approvals.

availability charge means a charge imposed under section 64 of the **Act**.

backflow prevention device means a device to prevent the reverse flow of water into our water systems to avoid the potential for contamination of drinking water.

BASIX means the Building Sustainability Index which aims to deliver equitable, effective water and greenhouse gas reductions across the state.

bill means a bill we send to a **customer** for the provision of **our services**, and includes a bill related to a **payment arrangement**.

billing cycle means the regular billing period. For most **customers** each billing period is 3 months but it can be 1 month or as otherwise agreed.

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charges include any charges or fees payable under this **Customer Contract** or other agreement made between us and you.

complaint means an expression of dissatisfaction made to or about us in relation to our actions, products, **our services, our people** or the complaints-handling process itself, where a response or resolution is reasonably expected (explicitly or implicitly) or legally required.

connection point is the joint or fitting where **your systems** connect to **our systems**. The **connection point** may be located on, or near, your **property**. There are separate points of connection for each connection to our **water system, wastewater system or stormwater drainage system**. Refer to the diagrams in Appendix B.

connection requirements means our requirements for connection to **our systems** published on our website. These requirements are intended to ensure that there is adequate capacity for **customer** connection and that **our systems** are protected against potential problems that could arise from **unauthorised connections** and **defects in your systems**.

customer means a person described in clause 2.2(1) of this **Customer Contract**.

Customer Contract means this contract, being the contract entered under section 55 of the **Act**.

data logger is a device that electronically measures water use. An owner may retrofit this device to the **meter** if they want up-to-date information on their water use.

declared stormwater drainage area means an area within our **area of operations** declared to be a stormwater drainage area as set out in Schedule 1 of the Sydney Water (*Stormwater Drainage Areas*) Order 2011.

Note: We provide stormwater drainage services within declared stormwater drainage areas. These areas are marked on maps located on our website.

defect or defective means any non-compliance of any of **your systems** within the **Plumbing Code of Australia**, or any blockage or leakage from any of **your systems**.

disaster event means a natural disaster event (e.g. tsunami or earthquake), a major flooding or storm event, a terror event, or any major event that is beyond our reasonable control.

disconnect or disconnection means the stopping (either temporarily or permanently) of the supply of **our services** to your **property**.

dispute means an unresolved **complaint** escalated internally or externally or both.

drinking water means water intended primarily for human consumption and other personal, domestic or household uses such as bathing and showering, whether or not the water is used for other purposes.

drinking water service means the service we are permitted to provide by the **Operating Licence** and any applicable **Law** in respect to the collection, storage, treatment, conveyance, reticulation or supply of **drinking water**.

drinking water systems means our infrastructure that is, or is intended to be, used to provide our **drinking water services**, for example our **drinking water** pipes and **meter**

enquiry means a written or oral question by or on behalf of a **customer** which can be satisfied by providing information, advice, assistance, clarification, explanation or referral.

EWON means the Energy and Water Ombudsman NSW.

fire service means a **water service** constructed to meet fire protection requirements under the relevant **law**, including single water connections that are used to provide both firefighting and domestic water needs.

health information refers to information which falls under the *Health Records and Information Privacy Act 2002* (NSW).

insolvency event means where:

- (a) you inform us in writing or creditors generally that you are insolvent or unable to meet financial commitments,
- (b) a notice is given of a meeting of creditors with a view to you entering a deed of company arrangement,
- (c) a controller, administrator, liquidator, provisional liquidator, receiver or receiver and manager is appointed,
- (d) you enter a deed of company arrangement with creditors,
- (e) an application is made to a court to wind you up and it is not stayed within a further 10 business days,
- (f) a winding up order is made against you,
- (g) you resolve by special resolution to be wound up voluntarily,
- (h) a mortgagee takes possession of the **property**, or
- (i) you take or suffer in any place, any step or action analogous to any of those mentioned in this definition.

IPART means the Independent Pricing and Regulatory Tribunal of New South Wales constituted by the *Independent Pricing and Regulatory Tribunal Act 1992* (NSW).

law means any requirement of any primary or subordinate legislation, rule or common law, present or future and whether state, federal or otherwise, and includes licences, orders, mandatory codes, permits and directions.

low drinking water pressure means where your **drinking water** pressure at the **connection point** to our water main is below 15m head of pressure for a continuous period of one hour or more. It is determined either by:

- (a) **customer** notification and confirmation by our field testing, or
- (b) data obtained through our data collection systems and hydraulic analysis.
maintenance includes repairs and replacement, and, where relevant, testing and inspection.

maintenance includes repairs and replacement, and, where relevant, testing and inspection.

meter is the device used to measure water usage and includes any remote reading equipment and associated wiring, data logging and servicing equipment.

Minister means the Minister responsible for administering those provisions of the **Act** related to our **Operating Licence**.

My Account is our online platform where **customers** can access and update information about their **personal information, bills**, and manage payments.

non-residential customer is a **customer** who is not a **residential customer**.

non-residential property means **property** that is not **residential property**.

NSW Health means the NSW Ministry of Health.

Operating Licence means our operating licence granted under section 12 of the **Act** and includes any renewal of it.

our people includes our board of directors, officers, employees and contractors.

Owners Corporation means the corporation constituted under section 8 of the *Strata Schemes Management Act 2015* for a strata scheme.

our services means supplying **drinking water** and **recycled water**, providing **wastewater services** and stormwater services, and disposing of **wastewater**.

our systems means our infrastructure that is, or is intended to be, used to provide **our services**, including our **drinking water systems**, **recycled water systems**, **stormwater drainage system** and **wastewater system**.

payment arrangement means an arrangement we have with a **customer** for the **customer** to pay **charges** to us in advance, in arrears or by instalments.

payment difficulty means situations where a **customer** is willing but unable to pay some or all of their **bill** by the due date.

personal information has the same meaning as under the *Privacy and Personal Information Protection Act 1998* (NSW).

planned interruption means an interruption to **our service** initiated by us to allow non-emergency **maintenance** or new connections to be undertaken.

Plumbing Code of Australia is the code with which all plumbing and drainage work in Australia must comply. The PCA 2019 and PCA 2022 as well as any variations to these codes, can be viewed on the Australian Building Codes Board (ABCB) website.

pressure sewerage equipment is equipment that is designed to collect **wastewater** and pump it to our **wastewater system**, including a pressure sewerage pump, collection tank and cover, alarm control panel, electrical connections and ancillary equipment.

private joint service means a single **connection point** to **our system** which serves more than one **property**.

property means any real property that is connected to, or for which a connection is available to, our **water system**, our **wastewater system**, our **recycled water system** or is within a **declared stormwater drainage area** or the **Rouse Hill stormwater catchment area**. This also includes strata titled properties.

property boundary means the boundary shown in a plan registered with NSW Land Registry Services. For strata plans, the relevant boundary is the boundary of the strata scheme (not the boundary of an individual lot).

property cluster has the meaning given in the **Operating Licence**.

Note: The Operating Licence defines 'property cluster' by reference to certain identified properties that are affected by recurring low water pressure and are located in one of the following areas:

• Kurrajong • North Richmond • Horsley Park • Bass Hill • Buxton, or • Denham Court

property owner means the same as 'owner' under the **Act**.

Note: The Act defines owner, in relation to land, as including every person who jointly or severally at law or in equity—(a) is entitled to the land for an estate of freehold in possession, or (b) is a person to whom the Crown has contracted to sell the land under the *Crown Land Management Act 2016* or any other Act relating to alienation of land of the Crown, or (c) is entitled to receive, or receives, or if the land were let to a tenant would receive, the rents and profits of the land, whether as beneficial owner, trustee, mortgagee in possession or otherwise—and, in relation to land of the Crown, means the Crown but does not include a person who, or a class of persons that, is specified by a regulation not to be an owner for the purposes of this definition, either generally or in a particular case or class of cases.

pump to sewer means a service we provide to **customers** that pump **wastewater** to our gravity **wastewater system** using **pressure sewerage equipment** installed on their property.

recycled water means water that has been treated to a standard suitable for its intended end use such as industrial, commercial and/or residential applications but is not intended for use as **drinking water**.

recycled water area is the geographical area occupied by a community or communities supplied with **recycled water** through a pipe network separate from the **drinking water system**.

recycled water service means the service we are permitted to provide by the **Operating Licence** and any applicable **law** in respect to the collection, storage, treatment, conveyance, reticulation, supply or disposal of **recycled water**.

recycled water systems means our infrastructure that is, or is intended to be, used to provide our **recycled water services**, for example our **recycled water pipes** and **meter**.

residential customer means a **customer** who owns a **property** that is used as a principal place of residence.

residential property is **property** that is a **customer's** principal place of residence or that is categorised as residential under the *Local Government Act 1993* (NSW).

restrict or restriction means a direct action taken by us to reduce flow of water to your **property**.

Note: See separate and unrelated definition for “water restrictions”.

Rouse Hill stormwater catchment area means the area of land located in the Rouse Hill stormwater catchment.

service charge is a **charge** for being connected to our **systems** or located within a **declared stormwater drainage area** or the **Rouse Hill stormwater catchment area**.

sewer mining is the process of tapping into a **wastewater** pipe (either before or after the **wastewater** treatment plant) and extracting **wastewater**.

stormwater drainage system has the same meaning as in our **Operating Licence**.

stormwater services means the services we are permitted to provide by the **Operating Licence** and any applicable **law** with respect to **stormwater drainage systems**.

Sydney Water Regulation means the *Sydney Water Regulation 2017* made under the **Act**.

trade waste means any liquid, and any material contained in any liquid, which:

(a) is produced on or stored at any **property** and contains pollutants at a concentration greater than the domestic equivalent determined by **IPART** in the prevailing price determination for Sydney Water referred to in clause 5.1,

(b) is produced or stored on, or transported by, any vehicle (including, without limitation, motor vehicles, planes, boats and trains),

(c) is comprised of waste from a portable toilet or septic tank, or

(d) is comprised of run-off or groundwater from an area that is contaminated within the meaning of section 5 of the *Contaminated Land Management Act 1997* (NSW).

trade waste acceptance standards means the standard by this name published on our website from time to time.

trade waste service means the services we are permitted to provide by the **Operating Licence** and any applicable **law** in respect to the collection, storage, treatment, conveyance, or disposal of **trade waste**.

unauthorised connection is where you connect to any of **our systems** without an approval from us.

unauthorised work means the placement of any excavation, building, landscaping, construction or other works or structures over or adjacent to our assets that interferes with our **systems** without our approval.

unplanned interruption means an interruption to **our services** that is not a **planned interruption** or for which the required notice for a planned interruption has not been given.

wastewater includes sewage and other substances you discharge into the **wastewater system** including what you flush down your toilet, water that drains from your shower, bathtub, sink, washing machine and other plumbing sources.

wastewater usage discharge factor is an estimate of the volume of **wastewater** discharged by you into our **wastewater system** usually expressed as a percentage of water measured by our **meters** as delivered to your **property** or otherwise determined in accordance with clause 5.12.

wastewater overflow is the discharge of untreated or partially treated **wastewater** from:

- (a) any part of our **wastewater system**, or
- (b) any part of **your wastewater system** where the cause of the discharge is a failure of our **wastewater system**.

wastewater service means the service we are permitted to provide by the **Operating Licence** and any applicable **law** in respect to the collection, storage, treatment, conveyance or reticulation of **wastewater**.

wastewater system means our infrastructure that is, or is intended to be, used to provide our **wastewater services**, for example our **wastewater** pipes.

water restrictions means a restriction on the use of **drinking water** or **recycled water** provided for by, or under, the **Act**, the **Sydney Water Regulation** or any other **law**.

water service means our **drinking water service** and **recycled water service**.

water system means our drinking water system and our recycled water system.

we, our or **us** means Sydney Water Corporation, established under the Act, and includes **our people**.

WIC Act means the *Water Industry Competition Act 2006* (NSW).

you or **your** means our **customer** for the purposes of this **Customer Contract**.

your recycled water system means the pipes, fittings, **meters** (except those owned by us) and other connected accessories required for or incidental to the supply and measurement of **recycled water** provided by us but does not include our **recycled water system**.

your system means **your wastewater system**, **your water system** or **your recycled water system** as the case may be.

your wastewater system means the pipes, fittings and other connected accessories required for or incidental to the discharge or conveyance of **wastewater** to our **wastewater system** but does not include our **wastewater system**. It includes **pressure sewerage equipment** owned by you. Your wastewater system may extend beyond the boundary of your **property**. If you do not know where the **connection point** is, you should contact us for information on where to obtain a diagram.

your water system means the pipes, fittings, **meters** (except those owned by us) and other connected accessories downstream of the **connection point** with **our water system**, that is required for, or incidental to, the supply and measurement of **drinking water** or **recycled water** provided by us but does not include our **water system**. Your water system may extend beyond the boundary of your **property**. If you do not know where the **connection point** is, you should contact us for information on where to obtain a diagram.

16.2 Interpretation

In this **Customer Contract**, unless the contrary intention appears:

- (a) a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity,
- (b) a party includes the party's executors, administrators, successors and permitted assigns,
- (c) a business day is a day that is not a Saturday, a Sunday or a public holiday in New South Wales or a non gazetted public holiday in our **area of operations**,
- (d) a statute, regulation or provision of a statute or regulation (statutory provision) includes:
 - (i) that statutory provision as amended or re-enacted from time to time,
 - (ii) a statute, regulation or provision enacted in replacement of that statutory provision, or
 - (iii) another regulation or other statutory instrument made or issued under that statutory provision.
- (e) a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender,
- (f) including and similar expressions are not words of limitation,
- (g) a reference to a clause or appendix is a reference to a clause of or appendix to this **Customer Contract**,
- (h) a reference to a contract or document (including without limitation, a reference to this **Customer Contract**) is a reference to this **Customer Contract** or document or any document which replaces that document,
- (i) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning,
- (j) headings and any table of contents or index are for convenience only and do not form part of this **Customer Contract**,
- (k) a provision of this **Customer Contract** must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this **Customer Contract** or the inclusion of the provision in this **Customer Contract**,
- (l) if there is any inconsistency between this **Customer Contract** and any New South Wales **law**, the **law** will prevail to the extent of the inconsistency,
- (m) an agreement on the part of 2 or more persons binds them jointly and severally, and
- (n) a reference to a notice, consent, request, approval or other communication under this **Customer Contract** means a written notice, request, consent, approval or agreement.

16.3 Policies

A reference to any of our policies or standards means the policies and standards as published on our website at any one time and any amendment or replacement applying to the same or similar subject matter. Our policies or standards can also be made available on request.



Appendices



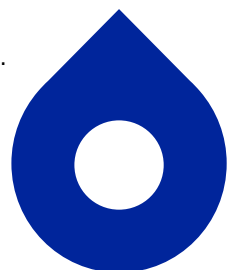
A Operation and maintenance obligations for pressure sewerage equipment

Your operation and **maintenance** obligations for **pressure sewerage equipment** will depend on whether the equipment is owned by you or us as set out in clause 8.7 of this **Customer Contract**.

Operation and **maintenance** obligations for **pressure sewerage equipment** are illustrated in Appendix B.

A.1 Pressure sewerage equipment owned by you

- (1) You may only connect your **pressure sewerage equipment** to our **wastewater system** with our written **approval**.
- (2) The equipment you install must meet the requirements we provide to you when your application is approved.
- (3) A Building Commission NSW plumbing inspector must inspect **your wastewater system** to ensure it meets the **Plumbing Code of Australia**.
- (4) You must only use your **pressure sewerage equipment** to pump **wastewater** from a dwelling on your **property**.
- (5) You must ensure that:
 - (a) your **pressure sewerage equipment** is continuously connected to your electricity circuit on your side of the electricity meter, and
 - (b) your electrical circuit is suitable for the connection, at your expense.
- (6) You must maintain a collection tank that can safely store **wastewater** before you pump it to our **wastewater system**.
- (7) You must operate and maintain your collection tank and pump to ensure that they do not emit odours or increase the chance of odours or corrosion in our **wastewater system**. You are responsible for any overflows or odours that may occur from your **pressure sewerage equipment**.
- (8) You must install an isolation valve at the **connection point** to our **wastewater system**, so that we can **disconnect your wastewater system** if required.
- (9) You may apply to us to **disconnect** from our **wastewater system** if you obtain **approval** from your local council to install an alternative on-site sanitary treatment system to service your **property**.
- (10) We may **disconnect your wastewater system** if:
 - (a) your **pressure sewerage equipment** causes overflows, unacceptable odours or leaks in our **wastewater system**,
 - (b) you have connected your **stormwater** pipes to **your wastewater system**,
 - (c) there is stormwater ingress into **your wastewater system**, your **pressure sewerage equipment** or into our **wastewater system**, and you do not fix it within a reasonable period,
 - (d) we identify **your wastewater system** as a source of hazardous liquids being disposed into our **wastewater system**, or
 - (e) your pumped **wastewater** causes our **wastewater system** to corrode.



A.2 Pressure sewerage equipment owned by us – individual property connections

- (1) You can only connect to our **pressure sewerage equipment** with our written permission.
- (2) A Building Commission NSW plumbing inspector must inspect **your wastewater system** to ensure that it meets the **Plumbing Code of Australia** before we can provide our written permission to you to connect to our **wastewater system**.
- (3) You must only use our pressure sewerage equipment to pump **wastewater** from a dwelling on your property. Each dwelling on a **property**, including granny flats or other secondary dwellings, must have its own separate **wastewater** connection and **pressure sewerage equipment**.
- (4) You must ensure that:
 - (a) the **pressure sewerage equipment** is connected, and remains continuously connected, to the electrical circuitry on your side of the electricity meter,
 - (b) your electrical circuit is suitable for connection, at your expense, and
 - (c) to the extent reasonably possible, that electricity is continuously supplied (at no cost to us) by your electricity supplier, to enable the **pressure sewerage equipment** to function properly.
- (5) If the **pressure sewerage equipment** is damaged because of irregular or incorrect electricity supply, you:
 - (a) are liable for the costs of fixing that damage, and
 - (b) authorise us to act as your agent to recover the repair costs from your electricity supplier. Any such recovered costs will be offset against the costs you are liable for.
- (6) You will own and be responsible for maintaining any extension to your electrical circuit that is necessary to connect the **pressure sewerage equipment** (including the alarm control panel), to your electrical circuit.
- (7) You must not do anything that will interfere with the proper functioning of the **pressure sewerage equipment**, or our ability to safely access and service the **pressure sewerage equipment**. Only we may maintain and repair our **pressure sewerage equipment**.
- (8) We are responsible for the cost of maintaining the **pressure sewerage equipment** arising from normal use.
- (9) You will be responsible for costs resulting from damage caused by you or the occupiers of your **property**.
- (10) You must ensure that occupiers of your **property** are aware of the terms of this appendix and that they agree not to breach them.
- (11) If you want the **pressure sewerage equipment** to be relocated on your **property** after it has been installed, you must engage a water servicing coordinator certified by us. A list of certified water servicing coordinators is available on our website.
- (12) We may impose conditions for relocating our **pressure sewerage equipment** which you must comply with, and you will be responsible for all costs associated with any relocation.
- (13) You can apply to **disconnect** from our **wastewater system** if you obtain approval from your local council to install an alternative on-site sanitary treatment system to service your **property**.
- (14) If we agree to **disconnect** your service, you must cooperate to allow us to remove any of our **pressure sewerage equipment** from your **property**.

(15) We may **disconnect your wastewater system**, or transfer the ownership of the **pressure sewerage equipment** from us to you, if:

- (a) **your wastewater system** overflows or causes unacceptable odours or leaks in our **wastewater system**,
- (b) you have connected your **stormwater** pipes to **your wastewater system**,
- (c) there is a stormwater ingress into **your wastewater system**, our **pressure sewerage equipment** or our **wastewater system** and you do not fix it within a reasonable period,
- (d) we identify **your wastewater system** as a source of hazardous liquids being disposed into our **pressure sewerage equipment**, or
- (e) your pumped **wastewater** causes our **pressure sewerage equipment** or **wastewater system** to corrode.

A.3 Pressure sewerage equipment owned by us – multiple property connections

- (1) In some areas, we have acquired an existing **wastewater system** that has one set of **pressure sewerage equipment** servicing multiple **properties**. The **pressure sewerage equipment** in these areas is owned and **maintained** by us, including the metered electricity connection. The cost of electricity is paid by us.
- (2) You must only connect to our **wastewater system** and **pressure sewerage equipment** with our written permission.
- (3) A Building Commission NSW plumbing inspector must inspect **your wastewater system** to ensure that it meets the **Plumbing Code of Australia** before we can provide our written permission to you to connect to our **wastewater system**.
- (4) You can only use our **wastewater system** and **pressure sewerage equipment** to remove **wastewater** from a dwelling on your **property**. Each secondary dwelling on a **property** must have its own **pressure sewerage equipment** that is directly connected to our **pressure sewerage system**, and is separate to the primary dwelling's connection to our **wastewater system**.
- (5) You must not do anything that will interfere with the proper functioning of our **wastewater system** or the **pressure sewerage equipment** and our ability to safely access and service these. Only we may **maintain** and repair our **wastewater system** and **pressure sewerage equipment**.
- (6) We are responsible for the cost of maintaining the **pressure sewerage equipment** arising from normal use.
- (7) You will be responsible for costs resulting from damage caused by you or the occupiers of your **property**.
- (8) You must ensure that occupiers of your **property** are aware of the terms of this appendix and that they agree not to breach them.
- (9) You can apply to **disconnect** from our **wastewater system** if you obtain **approval** from your Local Government authority to install an on-site sanitary treatment system to service your **property**.
- (10) If we agree to **disconnect** your service, you must cooperate to allow us to remove your **point of connection**. We may require the **pressure sewerage equipment** to remain on your **property**.

(11) We may **disconnect your wastewater system** if:

- (a) **your wastewater system** overflows or causes unacceptable odours or leaks in our **wastewater system**,
- (b) you have connected your **stormwater** pipes to **your wastewater system**,
- (c) there is stormwater ingress into **your wastewater system**, our **wastewater system** or **pressure sewerage equipment** and you do not fix it within a reasonable period,
- (d) we identify **your wastewater system** as a source of hazardous liquids being disposed into our **pressure sewerage equipment** or **wastewater system**, or
- (e) your pumped **wastewater** causes our **pressure sewerage equipment** or **wastewater system** to corrode.



Diagrams

The background of the slide features a large, abstract geometric design. It consists of several overlapping circles and semi-circles in two shades of blue: a deep navy blue and a lighter, teal-like blue. The design is positioned on the left side of the slide, with the circles extending towards the center. The word "Diagrams" is written in a bold, white, sans-serif font in the upper right quadrant of the slide.

Drinking Water System

Maintenance responsibilities

Sydney
WATER

Important

You own and are responsible for maintaining all drinking water pipes and fittings between the point of connection to our water system, and the buildings and/or taps on your property. Your drinking water system may extend beyond the boundary of your property.

Under certain conditions, we may investigate a failure of your drinking water system and undertake free repairs.*

More information about the free repair service, as well as specific details about maintenance responsibilities is provided in our Customer Contract.

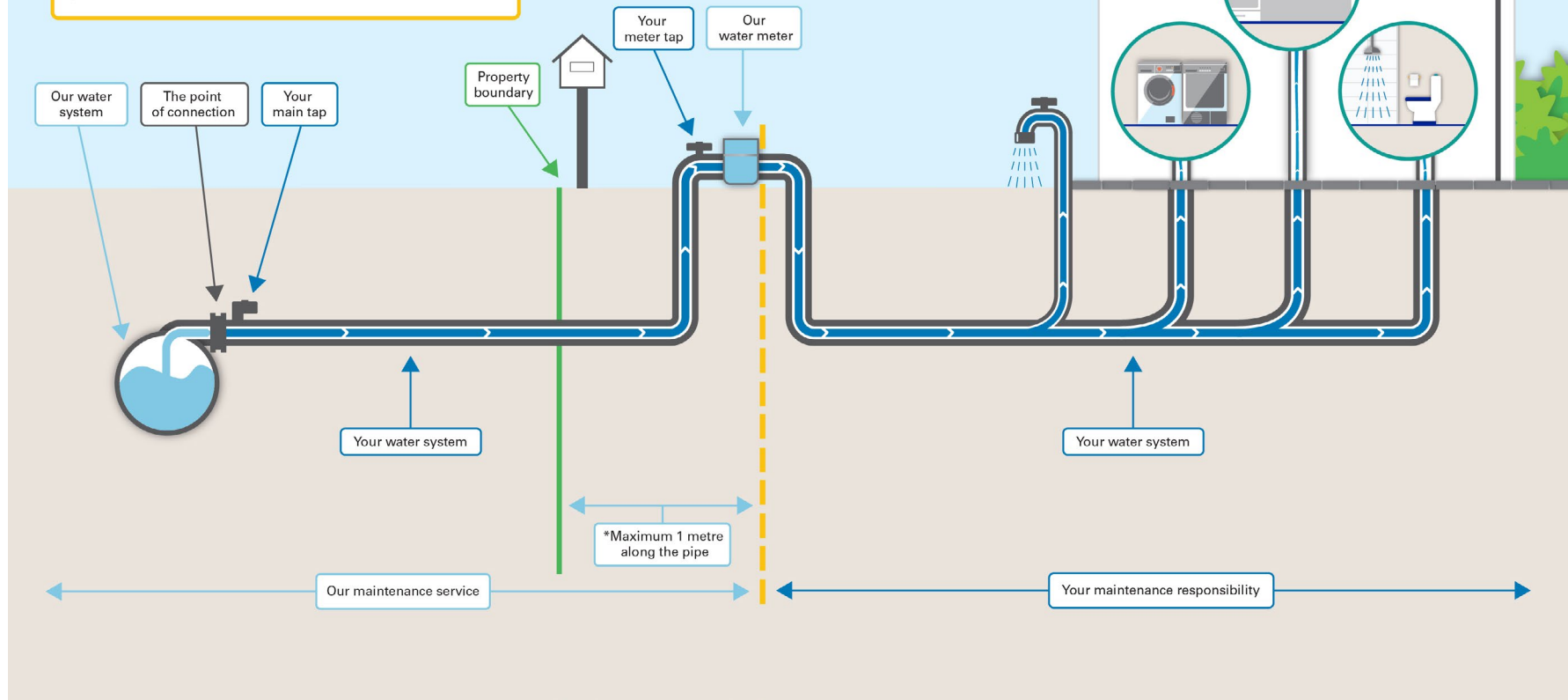


Figure B.1 Typical drinking water system maintenance responsibilities

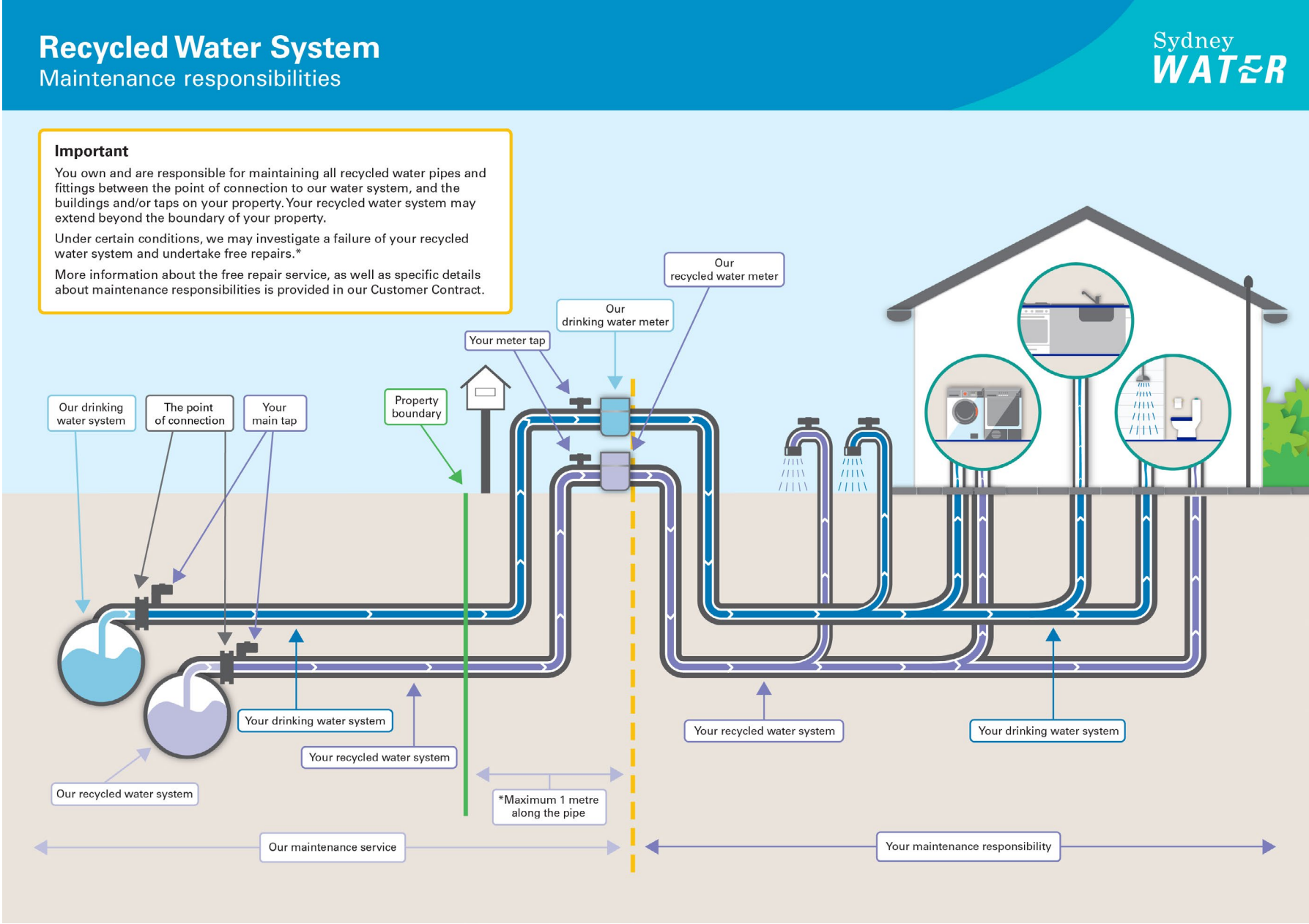


Figure B.2 Typical recycled water system maintenance responsibilities

Gravity Wastewater System

Maintenance responsibilities

Sydney
WATER

Important

You own and are responsible for maintaining all wastewater pipes and fittings from your property, to and including the point of connection with our wastewater system. Your wastewater system may extend beyond the boundary of your property.

Under certain conditions as a free service, we may repair collapsed wastewater pipes that form part of your wastewater system in public land.

You must not allow rainwater or stormwater to enter your wastewater system.

More information about the free repair service, as well as specific details about maintenance responsibilities is provided in our Customer Contract.

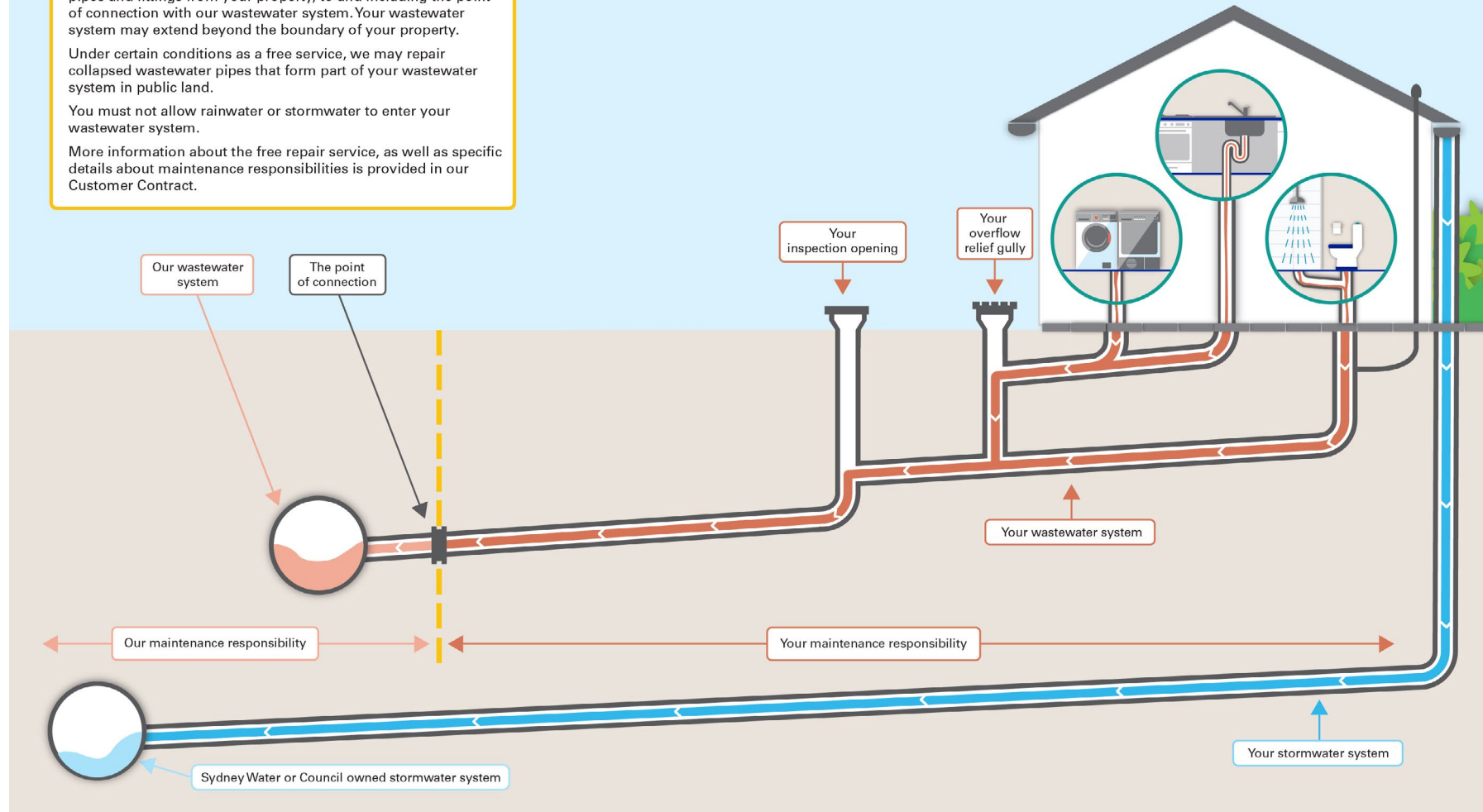


Figure B.3 Typical gravity wastewater system maintenance responsibilities

Vacuum Wastewater System

Maintenance responsibilities

Sydney
WATER

Important

You own and are responsible for maintaining all wastewater pipes and fittings from your property, to and including the point of connection with our wastewater system. Your wastewater system may extend beyond the boundary of your property.

You must not allow rainwater or stormwater to enter your wastewater system.

More information and specific details about maintenance responsibilities is provided in our Customer Contract.

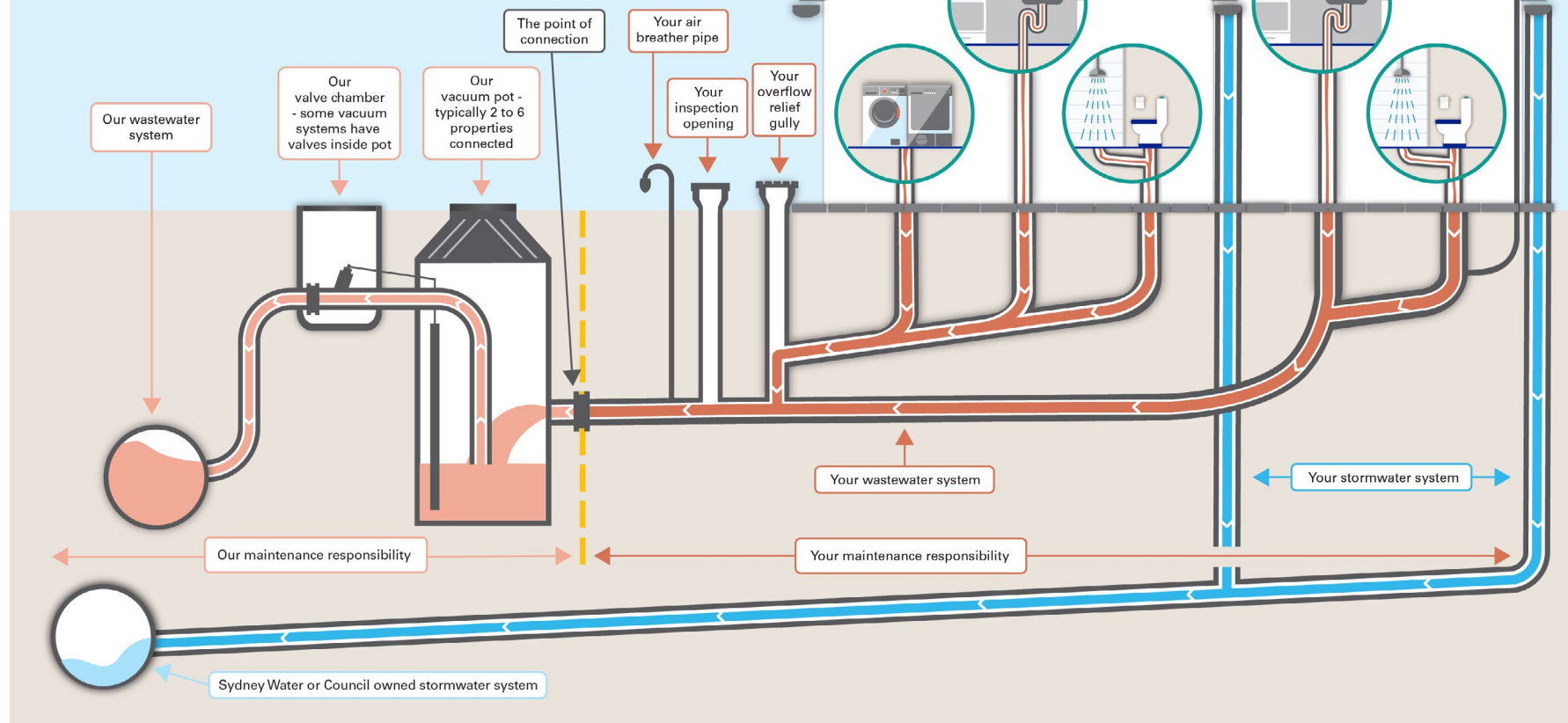


Figure B.4 Typical vacuum wastewater system maintenance responsibilities

Pressure Sewerage System - Privately owned equipment

Maintenance responsibilities

Sydney
WATER

Important

You own and are responsible for maintaining all wastewater pipes and fittings from your property, to and including the point of connection with our wastewater system - including your privately-owned pressure sewerage equipment. Your wastewater system may extend beyond the boundary of your property.

You must not allow rainwater or stormwater to enter your wastewater system.

More information and specific details about maintenance responsibilities is provided in our Customer Contract.

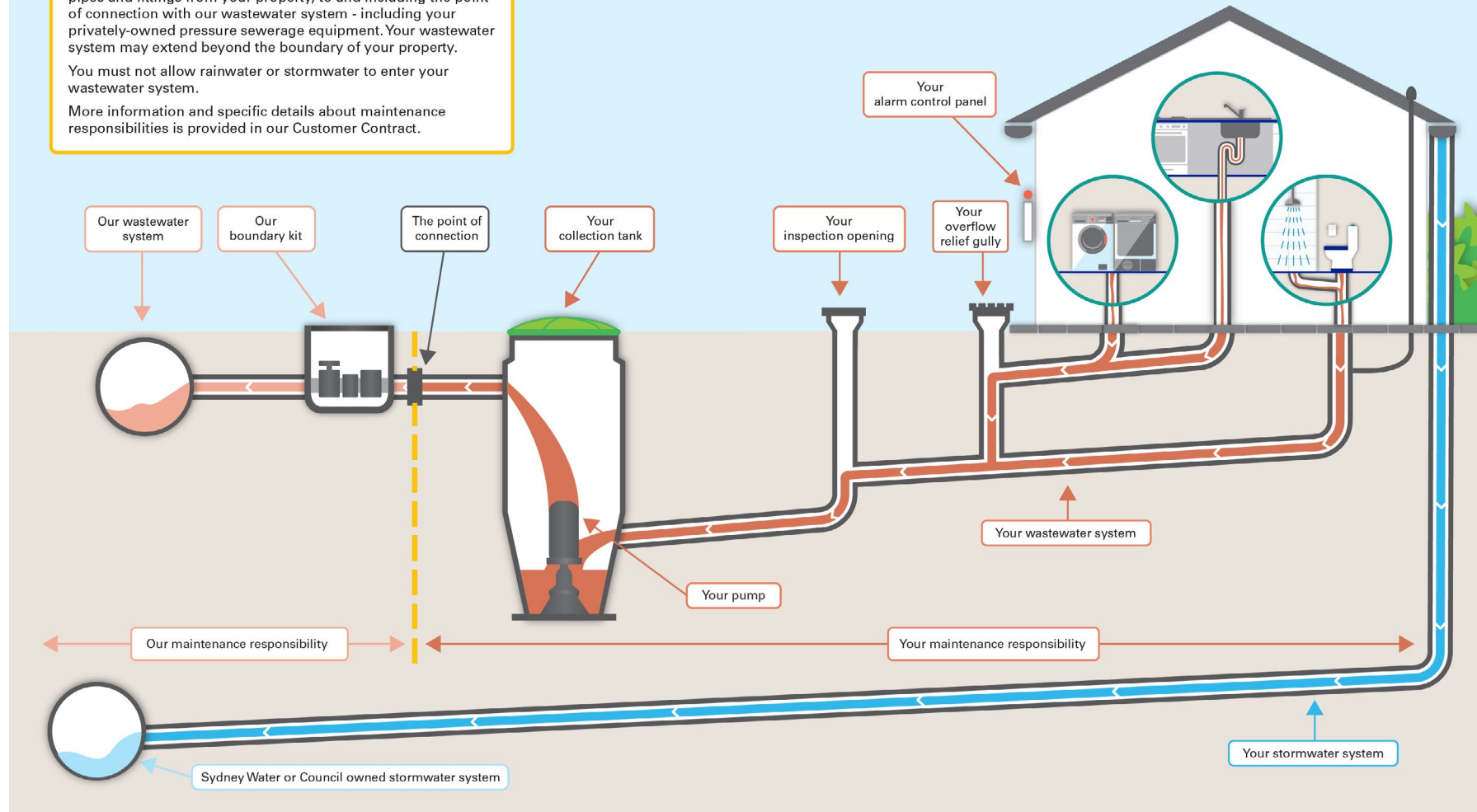


Figure B.5 Typical pressure sewerage system maintenance responsibilities – privately owned equipment

Pressure Sewerage System - Sydney Water owned equipment

Maintenance responsibilities - single property connections

Sydney
WATER

Important

You own and are responsible for maintaining all wastewater pipes and fittings from your property, to and including the point of connection with our wastewater system. Your wastewater system may extend beyond the boundary of your property.

You must not allow rainwater or stormwater to enter your wastewater system.

More information and specific details about maintenance responsibilities is provided in our Customer Contract.

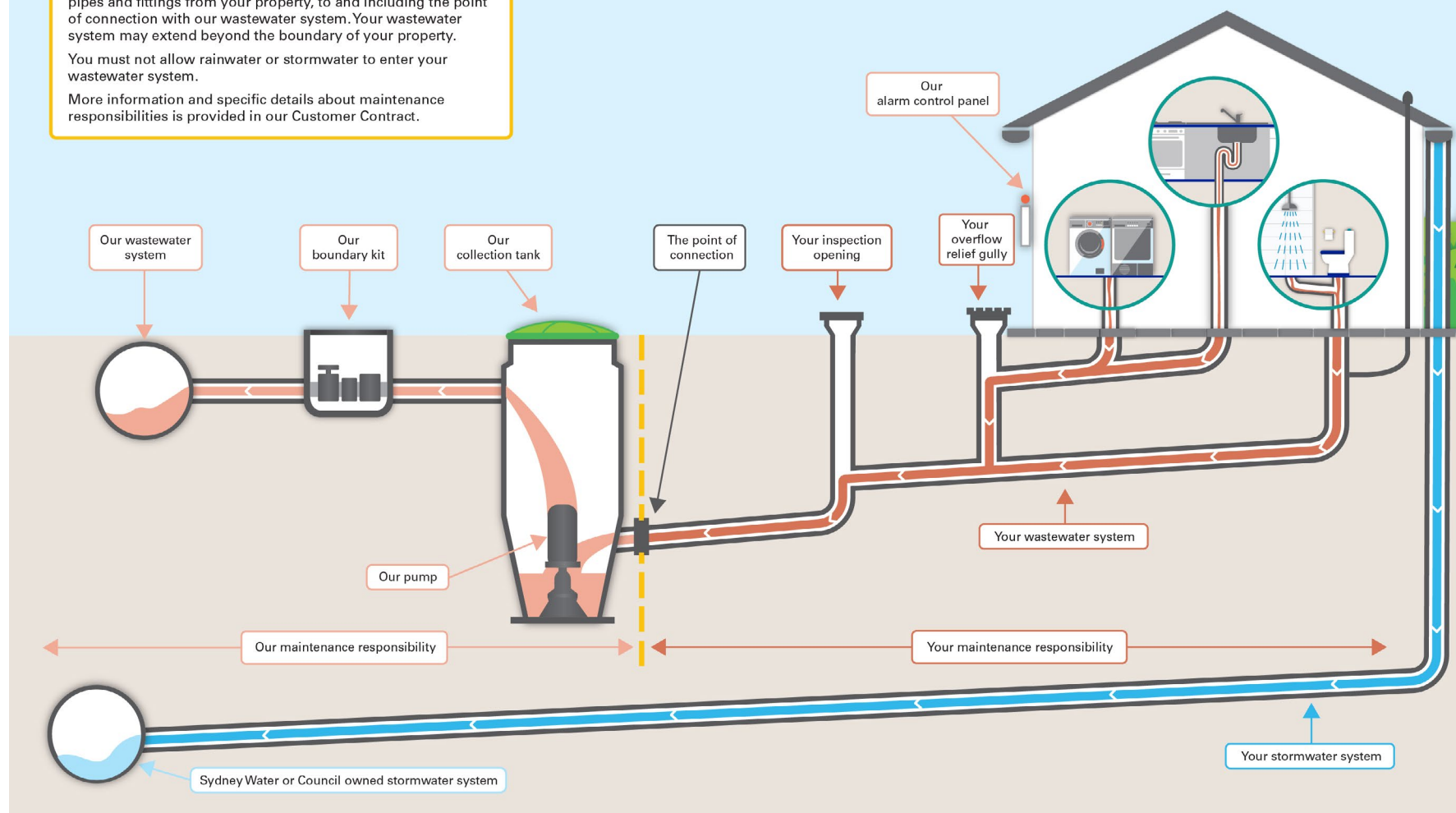


Figure B.6 Typical pressure sewerage system maintenance responsibilities – Sydney Water owned equipment – single property connections

Pressure Sewerage System - Sydney Water owned equipment

Maintenance responsibilities - multiple property connections

Sydney
WATER

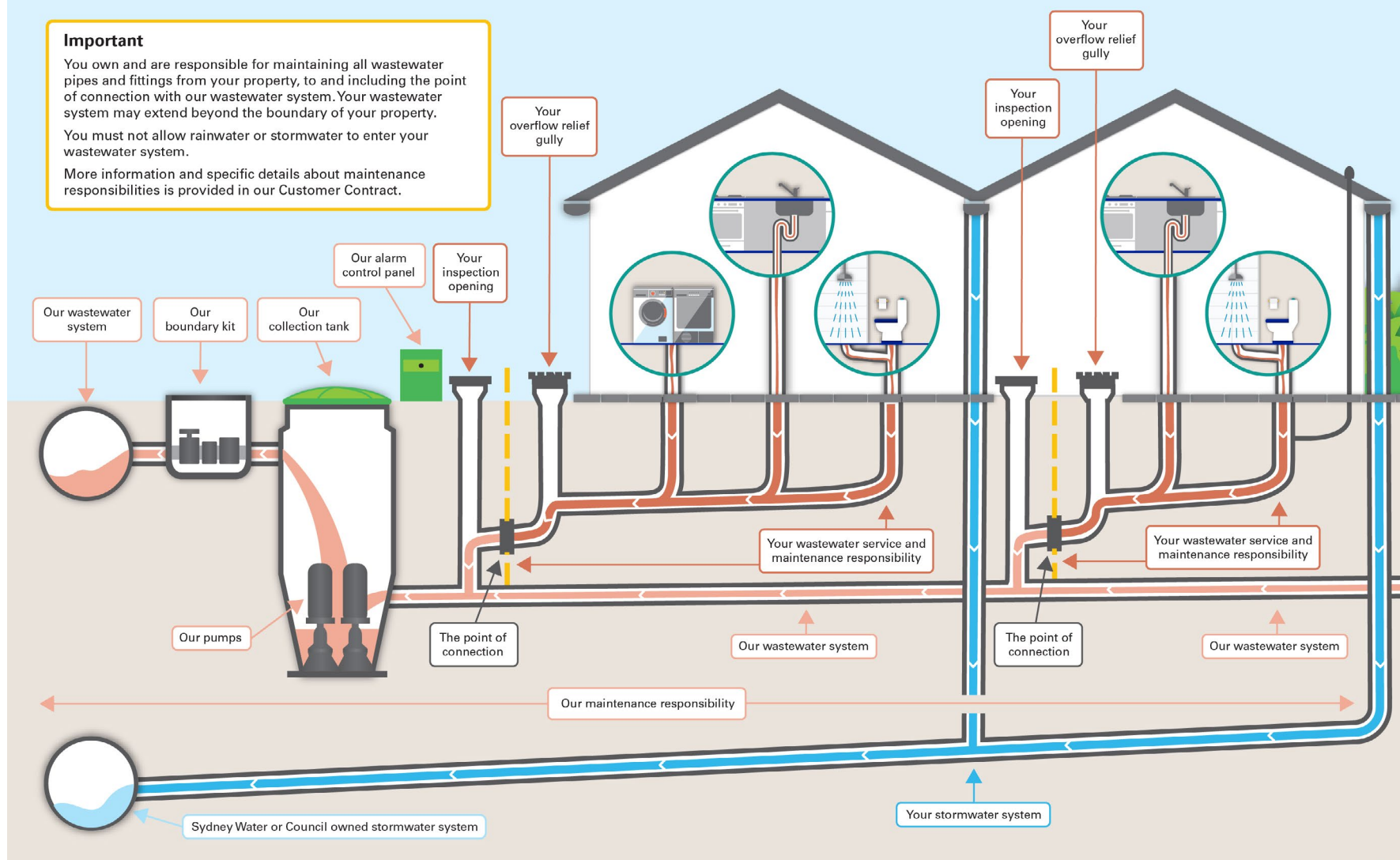
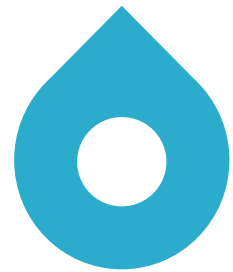


Figure B.7 Typical pressure sewerage system maintenance responsibilities – Sydney Water owned equipment – multiple property connections

Notes

This Sydney Water version of the Customer Contract 2024-28 contains a change in clause 11.3(3)(d) compared to the version approved by the Governor of NSW. This change has been approved by IPART.



For more information

We have a range of guidelines and policies to help you better understand what services we provide and your rights and obligations as a customer using our services.

The below websites are correct as of September 2024

Operating Licence

10 Water conservation: We have a dedicated webpage on ways to save water, including our water saving programs, at www.sydneywater.com.au/savewatertips

21 Consumers: We have a dedicated webpage to help tenants understand their rights and obligations at www.sydneywater.com.au/renting

22 Providing information to customers: The information listed in this clause will be sent to you at least once every financial year along with your bill, and can also be found online at: www.sydneywater.com.au/contract

23 Payment assistance options: Our payment assistance policy is publicly available online at www.sydneywater.com.au/payment-assistance-policy.pdf

24 Family violence policy: Our family violence policy is publicly available online here at www.sydneywater.com.au/family-violence-assistance-policy.pdf

27 External dispute resolution scheme: We have a complaint policy publicly available here at www.sydneywater.com.au/complaint-policy.pdf

Customer Contract

8.4 Our courtesy repair for your water systems: We have a dedicated webpage on our responsibilities and customers' responsibilities to maintain their service at www.sydneywater.com.au/maintenance-responsibilities. Please also refer to additional information provided in our Responsibilities of Connected Customers Policy publicly available online at www.sydneywater.com.au/responsibilities-connected-services.pdf

8.6 Our courtesy repair service of a collapse in your wastewater system: Please refer to additional information provided in our Collapsed Private Sewer Program Customer Guide publicly available online at www.sydneywater.com.au/collapsed-private-sewer-program-guide.pdf

8.7 Pressure sewerage equipment: We generally issue an agreement to property owners, at the time when Sydney Water-owned or privately-owned pressure sewerage equipment is installed and approved. Please refer to additional information provided in the Pressure Sewerage System Home Owner's Guide for Sydney Water-owned Pressure Sewerage equipment on your property, and our Customer Agreement with you for privately-owned and maintained PSS equipment on your property.

11.3 Access to water meters: More detail on your obligations regarding water meters can be found in our Water Meter Policy and Water Meter Installation Guide, which are both publicly available on our website.

For the avoidance of doubt, this Attachment has been prepared by Sydney Water and does not form part of the Operating Licence or Customer Contract issued to us by the NSW Government.

Emergency assistance (faults and leaks assistance)

Email: faults@sydneywater.com.au,

Call: Our 24 hour hotline is 13 20 90.

For general enquiries, please

Email: CustomerService@sydneywater.com.au,

Post: PO Box 399 Parramatta NSW 2124, or

Call: 13 20 92 (between 8:00am and 5.30pm, Monday to Friday, excluding public holidays).



Website: sydneywater.com.au

Email: CustomerService@sydneywater.com.au

Post: PO Box 399 Parramatta NSW 2124

Call: 13 20 92 (between 8:00am and 5.30pm,
Monday to Friday, excluding public holidays).