



WaterFix®

Terms and conditions of supply, May 2019

If you order goods and services from the WaterFix® program (and Sydney Water agrees to supply them), the following terms and conditions apply:

1. Eligibility

To be eligible to receive services under WaterFix®, you must reside in or own the residential property that receives the services and the property must have an authorised or approved connection to a water main owned by Sydney Water.

If you are a tenant, you must:

- (a) inform us that you are a tenant
- (b) give us a signed consent from your landlord to pay for the goods and services provided and installed by us in accordance with these terms and conditions.

2. The services

We will ensure that only licensed plumbers provide services and install goods. We may engage independent contractors to perform the services on our behalf.

We will audit the property to identify any repair work required and then complete any agreed repair work.

3. Repair work

Where repair work is identified in our audit, our plumber will provide you with a quote for the repair work. If you accept our quote:

- (a) you must sign and return the consent form (provided with the quote) to us within 28 days
- (b) we will test all repair work to ensure the goods and services operate correctly
- (c) we will remove all rubbish and surplus materials associated with the service from your property
- (d) you accept that the work may need to be done, or completed, on a return visit.

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

- Retiling any disturbed tiled surfaces.
- Re-waterproofing any affected areas.

4. Ordering the services

To book a WaterFix® appointment, you must either call 1800 807 475 between 7.30 am and 5.00 pm, Monday to Friday (excluding public holidays) or email waterfix@sydneywater.com.au

Our qualified plumbers are available between:

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

When you book an appointment, you are bound by these Terms and conditions.



5. Cancelling the services

You may cancel an appointment without incurring any costs by calling **1800 807 475** at least four hours before the scheduled appointment time. For appointments scheduled before 11 am, you must give notice the previous day.

If work has already commenced or a charge for the services has already been incurred before you cancel, you will be liable for:

- (a) the cost of the work that has been done (on a pro rata basis)
- (b) any work required to return the property to a safe condition (at Sydney Water's discretion)
- (c) any other charges incurred as identified in the Schedule of Services and Charges.

6. Authority

When you order the services, you:

- (a) are confirming that you are an owner of the property receiving the services and have the capacity to accept and be bound by these Terms and conditions
- (b) confirm that you have your landlord's signed authority (if you are a tenant) to pay for the goods and services provided and installed by us in accordance with these Terms and conditions, and you have given a copy of these Terms and conditions to the landlord
- (c) consent to Sydney Water's staff and contractors entering the property to supply the services
- (d) accept full ownership and responsibility of any goods provided.

7. Your obligations

You must:

- (a) provide us with current contact details. If we are unable to contact you, we will cancel your order for the services and add the appropriate charges to your Sydney Water bill
- (b) be at the property at the scheduled appointment time (or an adult member of your household must be present) and be able to give the plumber access to all areas of the property needed to provide the services. Different services will require different lengths of time to complete, but as an indicator, please allow two hours for toilet installations and up to one hour for other services
- (c) give the plumber any information you have which may assist in locating water service infrastructure at the property
- (d) alert the plumber to any known risks or hazards at the property, including but not limited to dogs, electrical/wiring issues, and unsafe flooring
- (e) allow the plumber to photograph the water infrastructure and any work completed, including taps, toilet suite and surrounding areas if required
- (f) sign the Completion of Work form provided by the plumber if you agree that the services you requested have been supplied
- (g) pay all charges for the services supplied in accordance with these Terms and conditions.

8. Charges

- (a) You must pay the charges for any services supplied (as set out in the *Schedule of Services and Charges*) for any quote you have accepted, and you agree that we can add all charges to your Sydney Water bill for the property (or in the case of a tenant, to the landlord's bill for the property).

- (b) If you are a tenant, and do not inform us of that you are a tenant or do not have your landlord's approval to order the services as required by clause 1, you agree that you (not the landlord) will be responsible to pay all charges for the services supplied in accordance with these Terms and conditions.
- (c) All charges are payable in one single payment due on the same date as your water bill the charges have been added to. If we don't add the charges to your next Sydney Water bill, we are entitled to add the charges to a later Sydney Water bill.
- (d) If a single charge totals over \$200 (including GST), you may elect to pay under a deferred payment option with four equal instalments over four consecutive Sydney Water bills. If you choose to pay under this option, you must pay a deferred payment administration charge.
- (e) Where more than one property owner has accepted the services, all property owners will be jointly liable for payment.
- (f) If your property changes ownership before any part of the charges are paid in full, you agree to pay the charges on or before the settlement of the transfer of ownership.

9. Failure to pay charges

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

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

10. Warranty

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

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

11. Audit and compilation of statistics

- (a) You consent to us reviewing your water usage over time to determine the impact of the services on your water use.
- (b) We may request your permission (or, if you are a tenant, the permission of the landlord) to audit and inspect the work done after its completion for quality assurance. You are not obliged to accept this request.
- (c) We may ask you to provide information about your electricity usage to help us determine if the program is helping to save energy. You are not obliged to accept this request.
- (d) We will only use the information we obtain under this clause to gather statistics. We will de-identify any information you provide to protect your privacy.

12. Privacy notice

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

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

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



13. Sydney Water’s limitation of liability

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

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

14. Governing Law

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

15. Definition of important terms

Expression	Meaning
Charge	The amount you need to pay Sydney Water for the services supplied under WaterFix® including no show charges, call out charges and call back charges.
Goods	Goods supplied by Sydney Water in connection with the performance of the services.
Missed appointment	Our plumber is not able to supply the services you requested because you (or an adult member of your household) are not home at the agreed time and you fail to provide Sydney Water with adequate warning to enable us to reschedule the plumber.
Personal information	Information which identifies you or from which your identity can be reasonably ascertained.
WaterFix®	Our water efficiency program where a qualified plumber checks your home for leaks and ways to save water through repairs and water efficient fittings.
Schedule of Services and Charges	The schedule that sets out the services we offer under WaterFix® and their respective charges.
Services	Services supplied by Sydney Water to you under WaterFix® and specified in the <i>Schedule of Services and Charges</i> . A reference to services includes the installation of any goods.
Sydney Water, we, us, our	Sydney Water Corporation of 1 Smith Street Parramatta, NSW, 2124 (ABN 49 776 225 038).
Terms and conditions	These WaterFix® Terms and conditions of supply and the <i>Schedule of Services and Charges</i> .
You, your	The person who orders the services or books a WaterFix® appointment.

16. More information

Visit sydneywater.com.au/waterfix

Call 1800 807 475

Email waterfix@sydneywater.com.au