



Connection agreement

Part 2: Your rights and responsibilities

1. Introduction

1.1. Definitions

Words that are bold in this contract have a special meaning (headings excluded). The meanings are set out in the definitions in section 12.1.

1.2. Understanding your connection agreement

Section 12.2 of this document has some explanations that may help **you** interpret the **connection agreement**.

2. What is the connection agreement and when does it commence?

2.1. What is a connection agreement?

As allowed for in clause 2.3 of the **Customer Contract**, the **connection agreement** is an additional agreement between **us**, **Sydney Water** and **you**, the **customer**.

The **connection agreement** applies to certain **services** that are **not** covered by the **Sydney Water Customer Contract**. The **services** under this **connection agreement** are generally additional to, and more complex than, the basic **services** covered by the **Customer Contract**.

You must comply with the terms of the agreement to remain connected to **our services**. These terms are in **addition** to those set out in the **Customer Contract**.

The **connection agreement** is legally enforceable.

2.2. When does this connection agreement commence?

You accept the terms of these documents when **you**:

- receive the **services** from **us**
- receive an industrial or other contract from **us** relating to the **services**
- contact **us** about **services** supplied to **you**
- start performing **your** obligations under this **connection agreement**.

3. The services

3.1. Supplying the services

We will supply the **services** to **you** according to the details in the information schedule:

Part 1: Connections at your property.

3.2. Modifying the services

If **you** wish to modify **your** connection to the **services**, **you** must first apply for the modification through [Sydney Water Tap in®](#) and receive **our** written permission.

If **we** permit a modification, **we** will notify **you** of any changes to this **connection agreement** and any other arrangements that **we** consider necessary.

4. Paying for the services

4.1. GST

Words or expressions used in this clause have the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Any amount to be paid or provided for a supply related to this **connection agreement** does not include GST, unless specifically described in this **connection agreement** as 'GST inclusive'.

Despite any other provision in this **connection agreement**, if **we** supply a product or **service** related to this **connection agreement** which is subject to GST (unless the supply is specifically described in this **connection agreement** as 'GST inclusive') **you** must pay **us** the same amount of GST that **we** have had to pay on that supply, without offset, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.

If payment for a loss, cost or expense is to be made under this **connection agreement**, the payment will be reduced by the amount of any input tax credit applicable to that loss, cost or expense.

5. The property

5.1. Access to the property

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

- maintain our systems
- ensure **you** and the occupiers of the **property** are complying with this **connection agreement**
- inspect anything relating to the **services**.

5.2. Occupiers

You must ensure that occupiers of the **property** are aware of the requirements of this **connection agreement** and that they don't do anything that will cause **you** to **breach** it. **You** are responsible for the acts and omissions of the occupiers of **your property** as though they were **your** acts and omissions.

5.3. Transferring the property

If **you** intend to transfer the property, including by selling or assigning **your** interest in the **property**, **you**:

- must notify **us** in writing as soon as **you** know **you** are going to transfer the **property**
- must tell the **incoming owner**, in any transfer documents, about the existence and terms of this **connection agreement**
- must require as conditions of the transfer that, if the **incoming owner** accepts or uses any of the **services**:
 - **your** ownership of, or rights or interests in, any **extended private service** is transferred with the **property** to the **incoming owner**
 - the **incoming owner** will be taken to have accepted the terms and conditions of this **connection agreement**, and this **connection agreement** will be binding on the **incoming owner**, in the circumstances described in clause 2.2

[Connection agreement | Part 2: Your rights and responsibilities](#)

- remain liable to **us** under this **connection agreement** in relation to the property, until the **incoming owner** is bound by this **connection agreement** (without limiting clause 8.4).

6. Laws and safety

6.1. Complying with laws, approvals and standards

You must:

- obtain all **approvals** necessary for the supply of the **services**, except for those that Sydney Water tells **you we** will get for **you**
- comply with the requirements of all laws, standards, codes and **approvals** that apply to the **services** and this **connection agreement**.

6.2. Work Health and Safety (WHS)

You acknowledge that, for the purposes of the **WHS Law**, **you** are the controller or person in charge of the **workplace** and this means **you** must comply with **your** obligations under **WHS Law**.

So far as is reasonable, **you** must ensure:

- the health and safety of every person at the **workplace** including **workers**, whether or not they are engaged by **you**
- that the **property** is free from risks to health and safety to **workers** and anyone else
- that all plant, structures and substances at the **workplace** are free from risks to health and safety
- that all plant, structures and substances at the **workplace** are used safely
- that **you**, and any of **your** staff participate, in any **Sydney Water** investigation about any **workplace** incident that is notifiable under a **WHS Law**, in connection with performing the **services**.

This may include:

- providing the names and details of all staff and **workers** involved in the incident
- ensuring **we** have immediate unrestricted access to, and cooperation by, all relevant staff
- ensuring all relevant staff promptly provide any written or oral statement as **we** reasonably require
- providing immediate access to **your** records as **we** reasonably require.

The parties acknowledge that, before performing any part of the **services**, **we** may:

- assess the work health and safety risks associated with the **services**
- identify and take all reasonable steps to implement appropriate work health and safety risk control measures to eliminate and minimise these risks.

You must, so far as is reasonable, consult, cooperate and coordinate the **services** with everyone at the **workplace** to ensure the best health and safety risk management possible and enable **us**, and any person who controls access to or from the **workplace**, to comply with their respective obligations under all relevant **WHS Laws**.

6.3. Indemnity

Without limiting the other provisions of this **connection agreement**, and to the extent permitted by law, **you** indemnify **us** against, and release **us** from, any and all costs, expenses, (including legal costs and expenses), claims, liability, loss or damage incurred or suffered, directly or indirectly, by **us** arising out of or in connection with a default or unlawful or negligent act or omission on the part of **you**, **your** officers, staff, agents or contractors which results in the injury to or death of any person whatsoever.

7. Information and privacy

7.1. Audit

Sydney Water is subject to certain transparency and accountability requirements, including the *Government Information (Public Access) Act 2009* (NSW).

You agree:

- to provide all information and assistance **we** ask for to help **us** comply with transparency and accountability obligations, within reason
- not to do or fail to do anything which might cause **us** to **breach our** transparency and accountability obligations
- to give any person authorised in writing by **us** access to **premises** connected with the supply of the **services**, and permit those persons to inspect and take copies of any material relevant to the **services**.

8. Terminating this connection agreement

8.1. Termination by you

You may terminate this **connection agreement** by giving **us** 28 days written notice.

8.2. Termination by Sydney Water

We may terminate this **connection agreement**:

- at any time, if **your extended private service** or related works have caused or may cause material damage to any **Sydney Water** asset
- upon 28 days' written notice to **you**, based on **our** own decision in **our** absolute and sole discretion
- if **you** fail to meet a material obligation of this **connection agreement** and do not remedy that failure within 15 days from when **we** notify **you** of the failure in writing; or
- immediately, if **you**:
 - take any steps towards or are placed in liquidation
 - take any steps towards or are made bankrupt or have a receiver, official manager, administrator or receiver and manager appointed
 - enter into any arrangement with creditors due to (in our opinion) financial difficulties affecting **you**
 - cease to operate as a business or company or partnership in the form it was at the date of this **connection agreement** (but **we** may re-negotiate an agreement with any restructured entity)
 - fail to pay **your** account for the **services** under this **connection agreement**, by the required date.

8.3. Requirements on termination

On terminating this **connection agreement** for any reason, **you** must:

- cease to receive the **services**
- take all necessary steps at **your** cost, and to **our** satisfaction, to help **us disconnect** or restrict **your** access to the **services**
- immediately pay **us** any charges and other monies owing to **us**, in connection with the **services** and this **connection agreement**.

8.4. Effect of termination

Terminating this **connection agreement** does not affect any rights or obligations that accrue before termination.

On **disconnecting** the **property**, **we** may recover any equipment **we** installed on the **property** and may continue to charge **you** a **service charge**.

9. Liability

9.1. Limitation of liability

The only promises **we** make about the goods and **services we** provide under this **connection agreement**, and the only conditions, warranties and guarantees included in this **connection agreement** are those:

- set out in this **connection agreement**
- that the law (for example the Australian Consumer Law) says apply to the **services** or this **connection agreement**.

However, where **we** are liable to **you** because of a breach of a guarantee, condition or warranty that the law says applies to this **connection agreement**, **our** liability is (to the extent permitted by law and to the extent that **we** supply goods or **services** that not of a kind ordinarily acquired for personal, domestic or household use or consumption), limited to:

- replacing the goods or resupplying the **services** to which the breach relates
- at **our** option, paying **you** the cost of replacing those goods, or supplying the **services** again.

This limitation does not exclude, modify or restrict any rights **you** have that are protected by law.

9.2. Indemnity and liability

If **you** fail to meet **your** obligations under this **connection agreement**, **you** will cover **us** for any and all costs, expenses, (including legal costs and expenses), claims, liability, loss or damage that **we** incur or suffer, directly or indirectly, as a result of this failure (without limiting the other provisions of this **connection agreement**, and to the extent permitted by law).

The operation of Part 4 of the *Civil Liability Act 2002* (NSW) is excluded in relation to all rights, obligations and liabilities of the parties with respect to any matter to which Part 4 of that Act would apply but for this clause 9.2.

[Connection agreement | Part 2: Your rights and responsibilities](#)

10. Complaints and disputes

10.1. Consumer, Trader and Tenancy Tribunal (CTTT)

The **CTTT** may hear and determine consumer claims relating to **services we** supply under this contract.

11. General

11.1. 11.1 Sydney Water's statutory powers

This **connection agreement** does not fetter or restrict the power or discretion of **Sydney Water** in relation to any powers or obligations it may have under any law, including under the Act.

11.2. 11.2 Notices to Sydney Water

You must send any notice relating to this **connection agreement** must by emailing businesscustomers@sydneywater.com.au or sending a letter to:

Business Customers
Sydney Water
PO Box 399
Parramatta NSW 2124

11.3. Enforceability of this connection agreement

If part or all of agreement is unenforceable or illegal, it will be severed from the rest of this **connection agreement** and will not affect the enforceability of the remaining provisions.

11.4. Our relationship with you

This **connection agreement** does not create a partnership, fiduciary, agency or any other relationship between **us** and **you**, except the relationship of contracting parties.

11.5. 11.5 Governing law

This **connection agreement** is subject to the laws of New South Wales.

11.6. 11.6 No waiver

If either party fails to ask the other party to fulfil its obligations under this **connection agreement**, it is not waiving its right:

- to insist the other party perform its obligation, or to claim damages for breach of that obligation, unless the first party acknowledges in writing that the failure is a waiver
- require performance of that or any other obligations under this **connection agreement** at any other time.

11.7. Assignment

Subject to clause 5.5, neither party may, without **our** previous written **approval** (which may include terms), assign this **connection agreement** or any payment or other right, benefit or interest under this **connection agreement**.

Connection agreement | Part 2: Your rights and responsibilities

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11.8. Variation

We will notify you in writing of any variation to this **connection agreement**.

After **you** have been notified of the variation, **you** will be taken to have accepted the varied agreement, and the varied agreement will be binding on **you** when any of the following occur:

- **You** receive or continue to receive the **services** from **us**
- **You** begin performing **your** obligations under the varied agreement.

12. 12 Definitions and interpretations

12.1. 12.1 Definitions

Term	Definition
Act	<i>Sydney Water Act 1994 (NSW)</i> and any regulations in force under it.
Approval	Any requirement, certificate, licence, consent , permit or approval required by any: <ul style="list-style-type: none"> • laws connected with the services or this connection agreement • organisation or authority having jurisdiction over the supply of the services.
Backflow prevention containment device	A device to prevent the reverse flow of water from potentially polluted source, into the drinking water system .
Charges	The amount you must pay us for the services , as specified in Part 1: Connections at your property or as we otherwise notify you .
Connection agreement	The agreement between you and Sydney Water for the services , which is made up of: <ul style="list-style-type: none"> • <i>Part 1: Connections at your property</i> • <i>Part 2: Your rights and responsibilities</i> • Part 3: Your contracts with us.
Connection approval letter	A letter, which we issue in response to an application to connect to a service that we offer.
CTTT	The Consumer, Trader and Tenancy Tribunal.
Customer contract	The contract referred to in section 55 of the Act .
Disconnect	The stopping (either permanently or temporarily) of our supply of the services to the property .
Dispute	A disagreement between Sydney Water and a customer or consumer that is not frivolous or vexatious.

Domestic wastewater	Wastewater that is produced at a property from residential activities, It includes human waste and wastewater from residential kitchens, laundries, showers and basins.
Drought	A prolonged period of low rainfall resulting in actual or potential water shortage.
EWON	The Energy and Water Ombudsman, New South Wales.
Extended private service	A privately-owned pipe supplying water from a main owned by Sydney Water to the property .
Home owner's manual for pressure sewer systems	The manual given or made available to you by us in relation to connection of the property to a pressure sewer system .
Incoming owner	A person who you transfer the property to or intend to transfer the property to.
IPART	The Independent Pricing and Regulatory Tribunal.
Maintain/Maintenance	Includes repairs and replacement, and where relevant, testing and inspection.
Meter	The device used to measure the water use on the property . This includes any remote reading equipment and associated wiring, power, plumbing and servicing equipment.
Operating Licence	The licence granted to us under section 12 of the Act .
Pressure sewerage system	A system where individual pumps are located in collection tanks and installed on the property , and the wastewater is pumped to our wastewater network.
Property	The property identified in <i>Part 1: Connections at your property</i> at the beginning of this connection agreement .
Services	The services we supply you under this connection agreement as identified in <i>Part 1: Connections at your property</i> .
Stormwater services	The services we are permitted to provide by the Operating Licence and any applicable law in respect to providing stormwater systems . This connection agreement covers the stormwater services set out in <i>Part 1: Connections at your property</i> . It includes those stormwater services directly connected to our stormwater assets such as a pipe or channel. Stormwater services which are not directly connected to a Sydney Water asset are covered under the Customer Contract .
Stormwater systems	The stormwater drainage channels, pipes, detention structures and stormwater quality improvement devices and other equipment that we must provide, manage, operate and maintain under the Act to provide stormwater services .

Sydney Water Tap in™	Sydney Water's online service where customers can apply for connections, disconnections, building plan approvals and related connection and development services .
Trade wastewater	Any liquid, and any substances in it, which may be produced at the property in a non-residential activity, and any vehicle transporting wastewater , including septic effluent and wastewater from ships and boats and run-off from contaminated open areas. Trade wastewater does not include domestic wastewater from premises connected to our wastewater system .
Wastewater	Includes the water you flush down your toilet, water that drains from your bathtub, sinks, washing machine and many other sources. Also known as sewage,
Wastewater services	The services we are permitted to provide by the Operating Licence and any applicable law relating to providing wastewater services and disposing of wastewater . This connection agreement covers the wastewater services set out in <i>Part 1: Connections at your property</i> , and includes those wastewater services which: <ul style="list-style-type: none"> • receive trade wastewater • do not drain by gravity to our wastewater system. Wastewater services that receive residential quality discharge and drain by gravity to our wastewater system are covered by the Customer Contract .
Wastewater system	The wastewater pipes and treatment plants and other equipment that we must provide, manage, operate and maintain under the Act to provide wastewater services and dispose of wastewater .
Water services	The services we are permitted to provide by the Operating Licence and any applicable law in respect of storing and supplying water. This connection agreement covers the water services set out in <i>Part 1: Connections at your property</i> , and includes those water services which: <ul style="list-style-type: none"> • are pressure boosted by a privately owned pump • have requirements for individual metering of units in multiunit buildings • involve using an extended private service. Water services which are not pressure boosted, do not require individual metering in multi-unit buildings, or are transported directly through our water mains are covered by the Customer Contract .
Water systems	The water mains, pipes, treatment plants and other equipment that we must provide, manage, operate and maintain under the Act to supply and store water.
We, Our, Us or Sydney Water	Sydney Water Corporation, established under the Act , including its officers, staff, agents and contractors.
WHS Act	<i>Work Health and Safety Act 2011 (NSW)</i>

WHS Law	Those laws, approvals , standards and codes relating to work, health and safety (including the WHS Act and WHS Regulation) with respect to the services . The requirements of any authority relating to work, health and safety with respect to the services . Any directions or notices relating to work, health and safety issued by any relevant authority or any code of practice or compliance code appropriate or relevant to the services .
WHS regulation	Work Health and Safety Regulations 2011 (NSW).
Worker	The meaning given to that term in section 7 of the WHS Act .
Workplace	The meaning given to that term in section 8 of the WHS Act .
You or Your	The registered owner of the property .

12.2. Interpretations

A person includes an individual, a body corporate, an unincorporated body or other entity.

The law includes legislation, regulations, licences, orders, mandatory codes, permits and directions.

The singular includes the plural and vice versa.

If there is any inconsistency between this **connection agreement** and any law, the law will prevail to the extent of the inconsistency.

The reference to a document, instrument or law includes any amendments, revisions, renewals or reprints from time-to-time.

Where a word is defined, any other grammatical form of that word has a corresponding meaning.

The following descending order of precedence applies to the extent there is any ambiguity, conflict, discrepancy or inconsistency between the documents comprising this **connection agreement**:

- a. *The Schedule of our requirements.*
- b. *Part 2: Your rights and responsibilities.*
- c. *Part 1: Connections at your property.*
- d. Any other document forming part of the **connection agreement**.