



Government Gazette

of the State of

New South Wales

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SYDNEY WATER ACT 1994

I, the Honourable Margaret Beazley AC KC, Governor of the State of New South Wales, with the advice of the Executive Council, pursuant to Section 16 of the *Sydney Water Act 1994* (**Act**), amend the Sydney Water Operating Licence for the period 2019-2023 by substituting it with the attached operating licence.

In accordance with section 16(2) of the Act, this amendment will not take effect unless:

- (a) 15 sitting days of each House of Parliament has passed after the proposed amendment was tabled and notice of a motion to disallow the proposed amendment has not been given, or
- (b) if notice of a motion to disallow the proposed amendment has been given, the motion has lapsed or has been withdrawn or defeated.

Signed by:

MARGARET BEAZLEY

Governor,

By Her Excellency's Command

Date: 2 November 2022



IPART Independent
Pricing and Regulatory
Tribunal | NSW

Sydney Water Operating Licence

Operating Licence

2019-2024

Water >>

Tribunal Members

The Tribunal members for this review are:

Carmel Donnelly, PSM, Chair
Deborah Cope
Sandra Gamble

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The Independent Pricing and Regulatory Tribunal

IPART's independence is underpinned by an Act of Parliament. Further information on IPART can be obtained from [IPART's website](#).

Acknowledgment of Country

IPART acknowledges the Traditional Custodians of the lands where we work and live. We pay respect to Elders, past, present and emerging.

We recognise the unique cultural and spiritual relationship and celebrate the contributions of First Nations peoples.

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1 Licence Context

1.1 Objective of this Licence

1.1.1 The objectives of this Licence are to:

- (a) authorise and require Sydney Water, within its Area of Operations, to:
 - (i) store or supply water;
 - (ii) provide sewerage services;
 - (iii) provide Stormwater Drainage Systems; and
 - (iv) dispose of Wastewater; and
- (b) set efficient and effective terms and conditions, including quality and performance standards, that require Sydney Water to provide services in a way that:
 - (i) supports its principal objectives under the Act to protect public health and the environment;
 - (ii) supports its principal objective under the Act to be a successful business, including by having regard to the interest of the community; and
 - (iii) does not prevent or hinder competition.

1.2 Area of Operations

1.2.1 This Licence applies to the Area of Operations specified in Schedule A.

1.2.2 Sydney Water must publish on its website a map of its Area of Operations by 31 December 2019 (or another date approved by IPART in writing). Sydney Water must update the map within 30 days of any change to its Area of Operations.

1.3 Term of this Licence

1.3.1 The term of this Licence is from the Commencement Date to 30 June 2024.

[Note: On and from the Commencement Date, this Licence replaces any previous version of the operating licence granted to Sydney Water under section 12 of the Act.]

1.4 Licence amendment

- 1.4.1 Subject to the Act and clause 1.4.2, the Governor may amend or substitute this Licence by notice in the New South Wales Government Gazette.
- 1.4.2 Before notice of a proposed amendment to this Licence is tabled in Parliament under section 16 of the Act, the Minister must provide Sydney Water with reasonable notice of the proposed amendment to enable it to comply with the amendment if it takes effect.

[Note: The Customer Contract may be varied in accordance with section 59 of the Act and clause 14.2 of the Customer Contract. Such a variation is not an amendment to this Licence for the purpose of section 16 of the Act.]

1.5 Non-exclusive Licence

- 1.5.1 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, if the person is lawfully entitled to do so.

1.6 Availability of Licence

- 1.6.1 Sydney Water must make a copy of this Licence available to any person, free of charge:
- (a) on its website; and
 - (b) upon request made to the Contact Centre.

1.7 Pricing

- 1.7.1 Sydney Water must set the level of fees, charges and other amounts payable for its Services in accordance with:
- (a) the terms of this Licence;
 - (b) the Act; and
 - (c) any applicable maximum prices or methodologies for fixing maximum prices determined under the IPART Act.

1.8 End of Term Review

1.8.1 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,

(the **End of Term Review**).

1.8.2 To assist IPART with the End of Term Review, Sydney Water must provide IPART with such information as IPART reasonably requires. Sydney Water must provide IPART with such information as IPART requests within a reasonable time.

1.9 Notices

1.9.1 Any notice or other communication given under this Licence must be:

- (a) in writing addressed to the intended recipient; and
- (b) where an address for a recipient is specified in the Reporting Manual (electronic and/or postal), delivered or sent to that address.

1.9.2 Any requests for approval under the following clauses must be made by Sydney Water's Managing Director: 1.2.2, 3.1.7, 3.2.1, 3.2.6, 6.5.1, 6.6.6, 8.2.2, 8.2.3, 8.2.5, 8.2.6, 9.1.1, 9.1.2 or 9.3.1.

2 Licence authorisation

2.1 Licence authorisation

- 2.1.1 This Licence authorises and requires Sydney Water to provide, construct, operate, manage and maintain efficient, co-ordinated and commercially viable systems and services for providing the following Services within the Area of Operations:
- (a) storing and supplying water;
 - (b) providing sewerage services; and
 - (c) disposing of Wastewater.
- 2.1.2 This Licence authorises and requires Sydney Water to provide, operate, manage and maintain 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.
- 2.1.3 This Licence authorises (but does not require) Sydney Water to provide, construct, operate, manage and maintain efficient, co-ordinated and commercially viable Stormwater Drainage Systems (and Services for providing those Stormwater Drainage Systems) within the Area of Operations in excess of the Stormwater Drainage System it is required to provide, operate, manage and maintain under clause 2.1.2. This includes increasing the capacity of the Stormwater Drainage System included in the business undertaking transferred under Part 3 of the Act from the Water Board to Sydney Water as at the date of the transfer of the business undertaking.

[Note: For the avoidance of doubt, the provision, management and maintenance of Stormwater Drainage Systems (and Services for providing those Stormwater Drainage Systems) under clause 2.1 may include stormwater quality management and other measures as necessary to manage impacts of stormwater on waterway health.]

2.2 Obligation to make Services available

- 2.2.1 Sydney Water must ensure that Services for the supply of Drinking Water and disposal of Wastewater are available on request for connection to any Property situated in the Area of Operations for which a connection is available.
- 2.2.2 Sydney Water must provide Services for the supply of Drinking Water and disposal of Wastewater on request to any licensee under the WIC Act, where that licensee is

connected to (or where a connection is available in respect of that licensee to) Sydney Water's water supply system or sewerage system.

- 2.2.3 Connection to Sydney Water's systems for the provision of Services for the supply of Drinking Water and disposal of Wastewater is subject to any reasonable conditions that Sydney Water may determine to ensure the safe, reliable and financially viable supply of Drinking Water and disposal of Wastewater to Properties.

3 Water Conservation and Planning

3.1 Economic approach to water conservation

- 3.1.1 Sydney Water must maintain a water conservation program consistent with the Current Economic Method.
- 3.1.2 Sydney Water must implement water conservation measures that have been assessed as economic as determined by the Current Economic Method.
- 3.1.3 Sydney Water must make:
- (a) a copy of the Current Economic Method;
 - (b) a plain English summary of the Current Economic Method; and
 - (c) the economic level of water conservation (expressed 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,
available:
 - (d) to any person, free of charge upon request made to the Contact Centre; and
 - (e) on Sydney Water's website.
- 3.1.4 Sydney Water must update the economic level of water conservation using the Current Economic Method:
- (a) for the purposes of clauses 3.1.1 and 3.1.2—annually; and
 - (b) for the purposes of clause 3.1.1(c)—monthly.
- 3.1.5 The Minister may, at any time during the term of the Licence and in writing, direct Sydney Water to revise the Current Economic Method in any way the Minister requires.

[Note: The Minister may require IPART to undertake a review of the Current Economic Method during the term of this Licence. Such review may precede a direction given under clause 3.1.5.]

- 3.1.6 Sydney Water must submit to the Minister the Current Economic Method revised in accordance with the written direction with:
- (a) 30 days of receipt of that direction; or
 - (b) any other timeframe agreed by the Minister.

- 3.1.7 If the Minister approves the Current Economic Method, he or she will give written notice of the approval to Sydney Water.

3.2 Water planning

Long-term capital and operational plan and emergency drought response plan

- 3.2.1 By 1 December 2020 (or another date approved by the Minister in writing), Sydney Water must develop, and submit to the Minister:
- (a) a long-term capital and operational plan; and
 - (b) an emergency drought response plan.
- 3.2.2 The plans referred to in clause 3.2.1 must address any written guidance that the Minister provides to Sydney Water.
- 3.2.3 Sydney Water must use its best endeavours to develop the plans referred to in clause 3.2.1 in cooperation with Water NSW.

Metropolitan Water Plan

- 3.2.4 Sydney Water must implement any action that:
- (a) Sydney Water is responsible for delivering under the Metropolitan Water Plan; or
 - (b) the Minister directs, in writing, Sydney Water to implement.
- 3.2.5 Sydney Water must participate cooperatively in any review of the Metropolitan Water Plan.

Data Sharing

- 3.2.6 Sydney Water must develop and enter into a data sharing agreement with DPE by the Commencement Date (or another date approved by the Minister in writing) to assist in the development and review of the Metropolitan Water Plan (the **Data Sharing Agreement**).
- 3.2.7 In addition to any other matters agreed by Sydney Water and DPE, the Data Sharing Agreement must:
- (a) set out the roles and responsibilities of Sydney Water and DPE under the Data Sharing Agreement;
 - (b) set out the types of data that are covered by the Data Sharing Agreement;
 - (c) set out the purposes for the sharing of data and information;
 - (d) set out the requirements that shared data and information must meet;

- (e) identify agreed timelines and the format for sharing data and information; and
- (f) identify procedures for resolving matters of conflict in providing data and information.

3.2.8 Once Sydney Water has entered into the Data Sharing Agreement it must comply with the Data Sharing Agreement.

3.2.9 Sydney Water must provide any data or information requested by the Minister in writing:

- (a) by the date specified by the Minister; and
- (b) to the Minister or, if the Minister so directs, to DPE.

3.3 Priority Sewerage Program

3.3.1 Sydney Water must participate cooperatively in any NSW Government review of the Priority Sewerage Program.

3.3.2 If required by the Minister, Sydney Water must implement and comply with any outcomes (including timeframes) of any NSW Government review of the Priority Sewerage Program.

[Note: The areas to which the Priority Sewerage Program applies are Austral, Menangle, Menangle Park, Nattai, Scotland Island and Yanderra as listed in Schedule B of this Licence.]

4 Performance Standards for Water Quality

4.1 Drinking water

- 4.1.1 Sydney Water must maintain a Management System that is consistent with the Australian Drinking Water Guidelines and any requirements relating to Drinking Water specified by NSW Health (the **Drinking Water Quality Management System**).
- 4.1.2 In the event of inconsistency between the requirements specified by NSW Health referred to in clause 4.1.1 and the Australian Drinking Water Guidelines, the requirements specified by NSW Health prevail.
- 4.1.3 Sydney Water must ensure that the Drinking Water Quality Management System is fully implemented and that all relevant activities are carried out in accordance with the Drinking Water Quality Management System and to the satisfaction of NSW Health.

[Note: Sydney Water is to apply the Drinking Water Quality Management System to the Drinking Water system under its control, having regard to the entire Drinking Water supply system – from the water catchment to the Consumer.]

4.2 Recycled water

- 4.2.1 Sydney Water must maintain a Management System that is consistent with the Australian Guidelines for Water Recycling and any requirements relating to water recycling specified by NSW Health (the **Recycled Water Quality Management System**).
- 4.2.2 In the event of inconsistency between the requirements specified by NSW Health referred to in clause 4.2.1 and the Australian Guidelines for Water Recycling, the requirements specified by NSW Health prevail.
- 4.2.3 Sydney Water must ensure that the Recycled Water Quality Management System is fully implemented and that all relevant activities are carried out in accordance with the Recycled Water Quality Management System and to the satisfaction of NSW Health.

4.3 Fluoridation Code

- 4.3.1 Sydney Water must comply with the Fluoridation Code and any requirements for fluoridation specified by NSW Health.
- 4.3.2 In the event of inconsistency between the requirements specified by NSW Health referred to in clause 4.3.1 and the Fluoridation Code, the requirements specified by NSW Health prevail.

5 Performance Standards for Service Interruptions

5.1 Water Continuity Standard

5.1.1 Sydney Water must ensure that, in each financial year, at least 9,800 Properties per 10,000 Properties (in respect of which Sydney Water provides a Drinking Water supply service) receive a Drinking Water supply service unaffected by an Unplanned Water Interruption (the **Water Continuity Standard**).

5.1.2 Sydney Water must use:

- (a) the Water Continuity Optimal Level; and
- (b) the Water Continuity Tolerance Band,

as inputs to decisions regarding the design, construction, operation and maintenance of its water supply system.

5.1.3 For the purposes of clause 5.1.2:

- (a) the **Water Continuity Optimal Level** is 9,840 Properties per 10,000 Properties (in respect of which Sydney Water provides a Drinking Water supply service) in each financial year receiving a Drinking Water supply service unaffected by an Unplanned Water Interruption; and
- (b) the **Water Continuity Tolerance Band** is the band of deviations from the Water Continuity Optimal Level between:
 - (i) the mandatory Water Continuity Standard (specified in clause 5.1.1 above); and
 - (ii) an upper bound of 9,880 Properties per 10,000 Properties (in respect of which Sydney Water provides a Drinking Water supply service) in each financial year receiving a Drinking Water supply service unaffected by an Unplanned Water Interruption.

[Note: Clause 5.1.2 requires Sydney Water to use the Water Continuity Optimum Level and Water Continuity Tolerance Band as inputs into certain decisions. If Sydney Water complies with clause 5.1.2, it will be compliant with this clause 5.1 even if the number of Properties unaffected by an Unplanned Water Interruption exceeds the upper bound of the Water Continuity Tolerance Band. However, IPART may consider the prudence and efficiency of any expenditure related to this level of performance at the next review of Sydney Water's prices.]

- 5.1.4 Sydney Water must use the best available data (taking account of water pressure data, where available) to determine whether a Property has experienced an Unplanned Water Interruption.
- 5.1.5 If a Property experiences an Unplanned Water Interruption that was caused by a Third Party or a power failure, the Property is taken not to have experienced an Unplanned Water Interruption for the purposes of this clause 5.
- 5.1.6 For the purpose of the Water Continuity Standard, Water Continuity Optimal Level and Water Continuity Tolerance Band:
- (a) each separately billed part of a Multiple Occupancy Property is to be counted as a separate Property; and
- [Note: For example, a complex of five townhouses where each townhouse receives a separate Bill from Sydney Water is to be counted as five separate Properties. However, a block of five flats that only receives one Bill from Sydney Water is to be counted as a single Property.]*
- (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.

5.2 Water Pressure Standard

- 5.2.1 Sydney Water must ensure that, in each financial year, at least 9,999 Properties per 10,000 Properties (in respect of which Sydney Water provides a Drinking Water supply service) receive a Drinking Water supply service affected by fewer than 12 Water Pressure Failures (the **Water Pressure Standard**).
- 5.2.2 A Property is taken to have experienced a Water Pressure Failure when:
- (a) a person notifies Sydney Water that the Property has experienced a Water Pressure Failure and Sydney Water confirms that the Property has experienced a Water Pressure Failure; or
 - (b) Sydney Water identifies that the Property has experienced a Water Pressure Failure (including through its data collection systems and hydraulic analysis).
- 5.2.3 A Property will not be taken to have experienced a Water Pressure Failure if that Water Pressure Failure occurred only because of:
- (a) water usage in the case of a fire or other abnormal demand; or
 - (b) a short term or temporary operational problem (such as a main break), including where caused by a Third Party, that is remedied within four days of its commencement.

5.2.4 For the purpose 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 that 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;

[Note: For example, a complex of five townhouses where each townhouse receives a separate Bill from Sydney Water is to be counted as five separate Properties. However a block of five flats that only receives one Bill from Sydney Water is to be counted as a single 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) after 30 June 2020, where a Property in, or in the vicinity of, a Property Cluster, is connected for the first time to Sydney Water's Drinking Water supply system and Sydney Water has informed the owner (at the time of connection) of:
 - (i) the risk of recurring Water Pressure Failures should the Property be connected to that system; and
 - (ii) options to reduce that risk;

that Property is not to be counted for the purposes of the Water Pressure Standard.

5.2.5 For each Property Cluster, Sydney Water must:

- (a) by 30 June 2020, review its business processes to ensure that no Property at risk of being affected by recurring Water Pressure Failures from the same cause is connected to Sydney Water's Drinking Water supply system, unless the owner (at the time of connection) is:
 - (i) informed of that risk; and
 - (ii) provided with options to reduce that risk; and
- (b) by 31 October 2022, take steps to minimise or eliminate the risk of recurring Water Pressure Failures from that cause, in a manner that takes into account its Customers' willingness to pay for Drinking Water supply services.

5.3 Dry Weather Wastewater Overflow Standard

5.3.1 Sydney Water must ensure that, in each financial year, at least:

- (a) 9,928 Properties per 10,000 Properties (in respect of which Sydney Water provides a sewerage service but excluding Public Properties) receive a sewerage service unaffected by an Uncontrolled Wastewater Overflow; and
- (b) 9,999 Properties per 10,000 Properties (in respect of which Sydney Water provides a sewerage service but excluding Public Properties) receive a sewerage service affected by fewer than three Uncontrolled Wastewater Overflows,

(the **Dry Weather Wastewater Overflow Standard**).

5.3.2 A Property is taken to have experienced an Uncontrolled Wastewater Overflow when:

- (a) a person notifies Sydney Water that a Property has experienced a sewage overflow, where Sydney Water later confirms that the sewage overflow is an Uncontrolled Wastewater Overflow; or
- (b) Sydney Water's systems identify that a Property has experienced an Uncontrolled Wastewater Overflow.

5.3.3 For the purpose of the Dry Weather Wastewater Overflow Standard:

- (a) each Multiple Occupancy Property is to be counted as a single Property;

[Note: For example, a complex of five townhouses where each townhouse receives a separate Bill from Sydney Water is to be counted as a single Property.]

- (b) for the purpose of clause 5.3.1(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, in that financial year, an Uncontrolled Wastewater Overflow; and
- (c) for the purpose of clause 5.3.1(b), each Property that experiences three or more Uncontrolled Wastewater Overflows in a financial year is to be counted once only as a Property that has experienced three or more Uncontrolled Wastewater Overflows in that financial year.

5.4 Interpretation of standards

- 5.4.1 In the case of any ambiguity in the interpretation or application of the Water Continuity Standard, the Water Pressure Standard, the Dry Weather Wastewater Overflow Standard or clause 5.2.5, IPART's interpretation or assessment of the standard or clause will prevail.

5.5 Asset management

- 5.5.1 Sydney Water must maintain a Management System in relation to Sydney Water's Assets that is consistent with the Australian Standard AS ISO 55001:2014 Asset management – Management systems – Requirements (the **Asset Management System**).
- 5.5.2 Sydney Water must ensure that the Asset Management System is fully implemented and that all relevant activities are carried out in accordance with the Asset Management System.

6 Customers and Consumers

6.1 Customer Contract

- 6.1.1 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 is set out in Schedule C of this Licence.
- 6.1.2 Sydney Water must make a copy of the Customer Contract available to any person, free of charge:
- (a) on its website; and
 - (b) upon request made to the Contact Centre.

6.2 Providing Information to Customers

- 6.2.1 Sydney Water must prepare one or more communications that:
- (a) provide a brief explanation of the Customer Contract;
 - (b) summarise the key rights and obligations of Customers under the Customer Contract;
 - (c) refer to the types of account relief available for Customers experiencing financial hardship;
 - (d) outline the rights of Customers to claim a rebate and the conditions that apply to those rights;
 - (e) contain information regarding how to contact Sydney Water by telephone, email or post; and
 - (f) contain information regarding the ability of a Customer to enter into agreements with Sydney Water separate to the Customer Contract for the provision of Services by Sydney Water to the Customer.
- 6.2.2 Sydney Water must update the communication or communications to reflect any variations made to the Customer Contract.
- 6.2.3 Sydney Water must:
- (a) provide the communication or communications and any updates, free of charge to:
 - (i) Customers at least annually with their Bills; and
 - (ii) any person upon request made to the Contact Centre; and

- (b) make the communication or communications and any updates publicly available on its website, free of charge, within 60 days of the commencement of the Customer Contract or any communication update.
- 6.2.4 Sydney Water must publish on its website and advertise at least annually in a manner that Sydney Water is satisfied is likely to come to the attention of members of the public, information as to:
- (a) the types of account relief available for Customers experiencing payment difficulty; and
 - (b) rights of Customers to claim rebates and the conditions that apply to those rights.

6.3 Consumers

- 6.3.1 Sydney Water's obligations under the following clauses of the Customer Contract are extended to Consumers as though the Consumers were parties to the Customer Contract:
- (a) clause 5.1 (Payment difficulties and assistance options for all customers);
 - (b) clause 6.5 (Occupiers (tenants) may pay charges to avoid restriction or disconnection);
 - (c) clause 12 (If I am unhappy with the service provided by Sydney Water what can I do?);
 - (d) clause 13 (Consultation, information and privacy); and
 - (e) clause 14 (When does this contract with Sydney Water terminate?).

6.4 Assistance Options for Payment Difficulties and Actions for Non-Payment

- 6.4.1 Sydney Water must maintain and fully implement:
- (a) a payment difficulty policy that assists residential Customers experiencing payment difficulty to better manage their current and future Bills;
 - (b) procedures relating to a payment plan for residential Customers who are responsible for paying their Bills and who are, in Sydney Water's reasonable opinion, experiencing payment difficulty;
 - (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) provisions for self-identification, identification by community welfare organisations and identification by Sydney Water of residential Customers experiencing payment difficulty,

(the **Assistance Options for Payment Difficulties and Actions for Non-Payment**).

- 6.4.2 Sydney Water must provide, free of charge, an explanation of the Assistance Options for Payment Difficulties and Actions for Non-Payment on its website and to:
- (a) all residential Customers, at least annually with their Bills;
 - (b) residential Customers who Sydney Water identifies as experiencing payment difficulty on the date that Sydney Water first identifies that the Customer is experiencing payment difficulty; and
 - (c) any other person upon request made to the Contact Centre.

6.5 Family violence policy

- 6.5.1 Sydney Water must develop and implement a family violence policy by 1 July 2020 (or another date approved by IPART in writing).
- 6.5.2 The family violence policy must, at a minimum, provide for:
- (a) the protection of private and confidential information;
 - (b) access to payment difficulty programs;
 - (c) processes that minimise the reliance on individuals to disclose their family violence; and
 - (d) processes for referrals to specialist services.

6.6 Customer engagement

- 6.6.1 Sydney Water must undertake customer engagement to understand its customers' preferences and willingness to pay for service levels. The customer engagement must be relevant, representative, proportionate, objective, clearly communicated and accurate.
- 6.6.2 Sydney Water must establish and regularly consult with its Customer Council.
- 6.6.3 Sydney Water must provide the Customer Council with information in Sydney Water's possession or under its custody or control necessary to enable the Customer Council to

discharge the tasks assigned to it, other than information or documents that are confidential or privileged.

- 6.6.4 Sydney Water must keep minutes of proceedings of the Customer Council and make a copy of the minutes available to any person, free of charge, upon request made to the Contact Centre.
- 6.6.5 Sydney Water must undertake a review of the operation of the Customer Council. The review must include an assessment of the Customer Council's role, objectives, outcomes and membership, including whether the Customer Council could be used to better support customer engagement, as required by clause 6.6.1.
- 6.6.6 Sydney Water must report to IPART on the completed review and its outcomes by 30 June 2020 (or another date approved by IPART in writing).

6.7 Internal Complaints handling

- 6.7.1 Sydney Water must maintain a procedure for receiving, responding to and resolving Complaints. The procedure must be consistent with Australian Standard AS/NZS 10002:2014 – Guidelines for complaint management in organizations (the **Internal Complaints Handling Procedure**).
- 6.7.2 Sydney Water must ensure that the Internal Complaints Handling Procedure is fully implemented and that all relevant activities are carried out in accordance with the Internal Complaints Handling Procedure.
- 6.7.3 Sydney Water must provide to Customers, at least annually with their Bills, information concerning internal Complaints handling. The information must explain how to make a Complaint and how Sydney Water will receive, respond to and resolve Complaints.
- 6.7.4 Sydney Water must make the information concerning internal Complaints handling referred to in clause 6.7.3 available to any person, free of charge:
- (a) on its website; and
 - (b) upon request made to the Contact Centre.

6.8 External dispute resolution scheme

- 6.8.1 Sydney Water must be a member of the Energy & Water Ombudsman NSW to facilitate the resolution of disputes between Sydney Water and its Customers and Consumers.
- 6.8.2 Sydney Water must:
- (a) prepare a communication that:
 - (i) lists the dispute resolution services provided by the Energy & Water Ombudsman NSW, including any right to have a Complaint or dispute referred to the Energy & Water Ombudsman NSW; and
 - (ii) explains how a Consumer can contact the Energy & Water Ombudsman NSW;
 - (b) provide a copy of that communication, free of charge to Customers at least once a year with their Bills; and
 - (c) make a copy of that communication available to any person, free of charge:
 - (i) on its website; and
 - (ii) upon request made to the Contact Centre.

7 Stakeholder Cooperation

7.1 Memoranda of understanding with WAMC, NSW Health and EPA

7.1.1 Sydney Water must maintain the memoranda of understanding entered into under section 35 of the Act with:

- (a) the Water Administration Ministerial Corporation (**WAMC**);
- (b) the Secretary of the Ministry of Health (**NSW Health**); and
- (c) the Environment Protection Authority (**EPA**).

7.1.2 The purpose of the memoranda of understanding referred to in clause 7.1.1 is to form the basis for cooperative relationships between the parties. In particular:

- (a) the purpose of the memorandum of understanding with WAMC is to recognise the role of WAMC in regulating water access, use and management and Sydney Water's right to use water vested in WAMC;
- (b) the purpose of the memorandum of understanding with NSW Health is to recognise the role of NSW Health in providing advice to the NSW Government in relation to Drinking Water quality standards and the supply of water which is safe to drink; and
- (c) the purpose of the memorandum of understanding with EPA is to recognise the role of EPA as the environment regulator of New South Wales and to commit Sydney Water to environmental obligations.

7.2 Memorandum of understanding with FRNSW

7.2.1 Sydney Water must use its best endeavours to maintain a memorandum of understanding with Fire and Rescue NSW (**FRNSW**).

7.2.2 Sydney Water must use its best endeavours to comply with the memorandum of understanding with FRNSW.

7.2.3 The purpose of the memorandum of understanding with FRNSW is to form the basis for cooperative relationships between the parties. In particular, the purpose is to:

- (a) develop the roles and responsibilities of the parties as they relate to each other;
- (b) identify the needs and constraints of the parties as they relate to each other; and
- (c) identify and develop strategies for efficient and effective provision of firefighting water consistent with the goals of each party.

- 7.2.4 The memorandum of understanding with FRNSW must require the maintenance of a working group and must provide that:
- (a) the working group must include representatives from Sydney Water and FRNSW and may include representatives from other organisations such as the NSW Rural Fire Service; and
 - (b) the working group is to consider the following matters (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 impact firefighting in the network section under consideration; and
 - (iv) other matters as agreed by both Sydney Water and FRNSW.

8 Information and Services for Competitors

8.1 Negotiations with WIC Act licensees and Potential Competitors

- 8.1.1 Sydney Water must negotiate the provision of Services to WIC Act licensees and Potential Competitors in Good Faith.

8.2 Publications of Servicing Information

- 8.2.1 Sydney Water must, by the dates specified in this clause 8.2, publish electronically (in a form accessible from its website) at least ten years of servicing information for each major water system and wastewater system. The servicing information for each major water system and wastewater system must, at a minimum, include information on:

- (a) current and projected demand;
- (b) current and projected capacity constraints;
- (c) indicative costs of 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,

(the **Servicing Information**).

- 8.2.2 Sydney Water must, by 30 September 2020 (or another date approved by IPART in writing), publish electronically the Servicing Information for each major water system and wastewater system that it has available by that date that is in a form suitable for publication.

- 8.2.3 Sydney Water must continue to publish Servicing Information for each major water system and wastewater system as it becomes available. Sydney Water must publish all Servicing Information by 30 June 2021 (or another date approved by IPART in writing).

- 8.2.4 Sydney Water must publish updated Servicing Information for each major water system and wastewater system as soon as practicable after any such updated Servicing Information becomes available in a form suitable for publication.

- 8.2.5 Sydney Water must review and update the Servicing Information for each major water system and wastewater system at least once between:
- (a) The date that is 12 months after the initial publication of the Servicing Information for that major water system or wastewater system under clause 8.2.2; and
 - (b) 30 June 2023 (or another date approved by IPART in writing).

- 8.2.6 Sydney Water is not required to comply with clauses 8.2.1 to 8.2.5 in relation to a particular major water system or wastewater system to the extent approved by IPART in writing. Sydney Water may apply to IPART for approval under this clause only where there are critical infrastructure security concerns in relation to a particular major water system or wastewater system.

8.3 Code of conduct

- 8.3.1 Sydney Water must use its best endeavours to cooperate with each WIC Act licensee to establish a code of conduct required by a WIC Act licence where Sydney Water has received a written request from the WIC Act licensee to establish such a code.
- 8.3.2 Where the Minister administering the WIC Act has established a code of conduct under clause 25 of the WIC Regulation, Sydney Water will be taken to have satisfied its obligation under clause 8.3.1 by applying the code of conduct to the relevant licensee under the WIC Act.

9 Critical Infrastructure Security

9.1 Cyber Security Management System

9.1.1 From the Commencement Date (or another date approved by IPART in writing), Sydney Water must maintain a Management System for cyber security of Sydney Water's Assets (the **Cyber Security Management System**) that covers:

- (a) information technology environments, hardware and systems; and
- (b) operational technology environments, hardware and systems.

9.1.2 From the Commencement Date (or another date approved by IPART in writing), Sydney Water must ensure that the Cyber Security Management System is fully implemented and that all relevant activities are carried out in accordance with the Cyber Security Management System.

9.2 Critical Infrastructure Compliance Manager

9.2.1 Sydney Water must nominate, by notice in writing to IPART and the Commonwealth Representative, an executive level employee as Critical Infrastructure Compliance Manager.

[Note: The reference to an executive level employee is a reference to a Level 3 employee or above under Sydney Water's structure at the Commencement Date.]

9.2.2 Sydney Water's Critical Infrastructure Compliance Manager must be responsible for compliance with clause 9 of the Licence and Sydney Water's obligations under the *Security of Critical Infrastructure Act 2018* (Cth) and must act as the contact person for the Commonwealth Representative.

9.3 National Security Clearances

9.3.1 From 1 January 2020 (or another date approved by IPART in writing), Sydney Water must ensure that National Security Clearances are held by its Critical Infrastructure Compliance Manager, two 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 SCADA 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).

[Note: The responsibilities at (a) to (c) above may be held by a single employee or shared between multiple employees. To ensure compliance with this clause when employees resign or are on leave, Sydney Water should ensure that National Security Clearances are held by alternates with relevant experience.]

10 Performance Monitoring and Reporting

10.1 Operational Audits

10.1.1 Sydney Water must cooperate with an audit undertaken by IPART or an Auditor of Sydney Water's compliance with any of the following:

- (a) this Licence (including the Customer Contract);
- (b) the Reporting Manual; and
- (c) any matters specified by the Minister.

(the **Operational Audit**).

10.1.2 For the purpose of any Operational Audit or verifying a report on an Operational Audit, Sydney Water must, within a reasonable period of receiving a request from IPART or an Auditor, provide IPART or the Auditor with all the information in Sydney Water's possession, custody or control that is necessary to conduct the Operational Audit, including any information that is reasonably requested by IPART or an Auditor.

10.1.3 For the purpose of any Operational Audit or verifying a report on an Operational Audit, Sydney Water must permit IPART or the Auditor to:

- (a) access any works, premises or offices occupied by Sydney Water;
- (b) carry out inspections, measurements and tests on, or in relation to, any such works, premises or offices;
- (c) 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 the Operational Audit;
- (d) inspect and make copies of, and take extracts from, any books and records of Sydney Water that are maintained in relation to the performance of Sydney Water's obligations under this Licence (including the Reporting Manual); and
- (e) discuss matters relevant to the Operational Audit or any report on the Operational Audit with Sydney Water, including Sydney Water's officers and employees.

10.2 Reporting

10.2.1 IPART has the function of determining Sydney Water's reporting and auditing obligations and publishing these obligations in a reporting manual (the **Reporting Manual**).

10.2.2 Sydney Water must comply with all of its reporting and auditing obligations set out in the Reporting Manual, including in relation to:

- (a) water conservation and planning;
- (b) performance standards for water quality;
- (c) performance standards for service interruptions;
- (d) Customers and Consumers;
- (e) information and services for competitors;
- (f) critical infrastructure security; and
- (g) performance monitoring and reporting.

10.2.3 Sydney Water must:

- (a) compile indicators of the direct impact on the environment of Sydney Water's activities (the **Environment Performance Indicators**). The Environment Performance Indicators must be consistent with the performance indicators specified in the Reporting Manual with an indicator number starting with 'E';
- (b) monitor and compile data on the Environment Performance Indicators, including data that allows a year to year comparison of the Environment Performance Indicators; and
- (c) report on the Environment Performance Indicators in accordance with the Reporting Manual.

10.2.4 Sydney Water must maintain sufficient record systems to enable Sydney Water to report accurately in accordance with this clause 10.2.

10.2.5 In the case of any disagreement between IPART and Sydney Water regarding the interpretation or application of any requirements of the Reporting Manual, IPART's interpretation or assessment of the application of the requirements will prevail.

10.3 Provision of information for performance monitoring

10.3.1 Sydney Water must provide IPART information relating to the performance of any of Sydney Water's obligations under clause 10.2 (including providing IPART physical and

electronic access to the records required to be kept under clause 10.2) within a reasonable time of Sydney Water's receiving a request from IPART for that information.

- 10.3.2 Sydney Water must provide IPART such information as is reasonably required to enable IPART to conduct any review or investigation of Sydney Water's obligations under this Licence within a reasonable time of Sydney Water receiving a request from IPART for that information.
- 10.3.3 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, if required by IPART or an Auditor, any such persons provide information and do the things specified in clause 10.1 as if that person were Sydney Water.
- 10.3.4 If IPART or an Auditor requests information that is confidential, the information must be provided to IPART or the Auditor, subject to IPART or the Auditor entering into reasonable arrangements to ensure that the information remains confidential.
- 10.3.5 Sydney Water must provide NSW Health with information relating to water quality in the manner and form specified by NSW Health within a reasonable time of receiving NSW Health's request.

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

11 Definitions and interpretation

11.1 Definitions

In this Licence, unless the contrary intention appears:

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

Area of Operations means the area of operations to which this Licence applies set out in Schedule A.

Asset Management System has the meaning given in clause 5.5.1.

Assets mean the land, structures, plant, equipment, corporate and business systems of Sydney Water, which cause, allow, or assist the delivery of the Services.

Assistance Options for Payment Difficulties and Actions for Non-Payment has the meaning given in clause 6.4.1.

Auditor means a person appointed by IPART to undertake an Operational Audit.

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.

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.

Bill means a bill sent by Sydney Water to a Customer for the provision of the Services.

Commencement Date is the date specified by the Governor in a notice published in the NSW Government Gazette.

Commonwealth Representative means the First Assistant Secretary with responsibility for critical infrastructure security within the Commonwealth Department of Home Affairs.

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.

Controlled Wastewater Overflow is a sewage 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).

Critical Infrastructure Compliance Manager means the person nominated as such by Sydney Water under clause 9.2.1.

Current Economic Method means:

- (a) ELWC method; or
- (b) if a subsequent method has been approved by the Minister under clause 3.1.7, that approved economic method.

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; or
- (c) owns a Property within the Rouse Hill Stormwater Catchment Area.

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

Customer Council means a group of persons appointed by Sydney Water from time to time under section 15 of the Act. Sydney Water may have more than one Customer Council.

Cyber Security Management System has the meaning given in clause 9.1.1.

Data Sharing Agreement has the meaning given in clause 3.2.6.

DPE means the NSW Department of Planning and Environment.

Drinking Water means water intended primarily for human consumption but which has other personal, domestic or household uses such as bathing and showering.

Drinking Water Quality Management System has the meaning given in clause 4.1.1.

Dry Weather Wastewater Overflow Standard has the meaning given in clause 5.3.1.

ELWC Method means the economic level of water conservation method approved by IPART on 21 December 2016 contained within the document published by Sydney Water titled "Determining Sydney Water's Economic Level of Water Conservation – Part A: The ELWC Methodology" and published on Sydney Water's website.

End of Term Review has the meaning given in clause 1.8.1.

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

Environment Performance Indicators has the meaning given in clause 10.2.3(a).

EPA has the meaning given in clause 7.1.1(c).

Fluoridation Code has the meaning given in the *Fluoridation of Public Water Supplies Regulation 2017* (NSW).

FRNSW has the meaning given in clause 7.2.1.

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 its own interests); 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.

Internal Complaints Handling Procedure has the meaning given in clause 6.7.1.

IPART means the Independent Pricing and Regulatory Tribunal of NSW constituted by the IPART Act.

IPART Act means the *Independent Pricing and Regulatory Tribunal Act 1992* (NSW).

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 set of interrelated elements or components used by Sydney Water to develop and implement its policies and to manage any of its activities, products or Services, and includes organisational structure, planning activities, responsibilities, practices, procedures, processes and resources.

Metropolitan Water Plan means:

- (a) the "2017 Metropolitan Water Plan" published by the Metropolitan Water Directorate and comprising a plan designed to ensure a sustainable and secure water supply for greater Sydney or any plan that supersedes it; and
- (b) any other plan generally for the development of urban water policy and planning for greater Sydney that is approved by the Minister.

Minister means the Minister responsible for administering those provisions of the Act relating to this Licence.

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.

National Security Clearance means national security clearance of not less than Negative Vetting Level 1 (or equivalent) issued by the Australian Government on advice from the Australian Government Security Vetting Agency.

NSW Health has the meaning given in clause 7.1.1(b).

Operational Audit has the meaning given in clause 10.1.1.

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 a Property is interrupted following prior receipt by the Customer or Consumer of a water interruption notice from Sydney Water; 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 under the WIC Act.

Priority Sewerage Program means the program for improving Services related to Wastewater in the unsewered areas listed in Schedule B of this Licence.

Property means:

- (a) an individual dwelling or individual premises used for any purpose;
- (b) land whether built on or not, which is owned by a person; or
- (c) a lot in a strata plan that is registered under the *Strata Schemes Development Act 2015* (NSW),

that is:

- (d) connected to, or for which a connection is available to Sydney Water's water supply system or sewerage system;
- (e) 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
- (f) 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 the Commencement Date, 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.

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.

Recycled Water Quality Management System has the meaning given in clause 4.2.1.

Reporting Manual means the reporting manual published by IPART under clause 10.2.1.

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.

SCADA means Supervisory Control and Data Acquisition.

Services means the provision, construction, operation, management and maintenance by Sydney Water of systems and services for:

- (a) storing and supplying water (including Recycled Water and Drinking Water);
- (b) providing sewerage services;
- (c) providing Stormwater Drainage Systems; and
- (d) disposing of Wastewater.

Servicing Information has the meaning given in clause 8.2.1.

Social Housing Provider means any of the following:

- (a) the NSW Land and Housing Corporation;
- (b) the Aboriginal Housing Office;
- (c) an organisation registered under Part 5 of the *Aboriginal Housing Act 1998* (NSW); and
- (d) a registered community housing provider under the National Regulatory System for Community Housing (as established under the *Community Housing Providers National Law*).

Stormwater Drainage System means stormwater drainage channels, land for drainage, pipes, detention structures and stormwater quality improvement devices and other equipment 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 Controlled Wastewater Overflow.

Unplanned Water Interruption is an event where, in relation to a Property:

- (a) the supply of Drinking Water at the first cold water tap of a Property is interrupted without the Customer or Consumer having received prior notice of that interruption from Sydney Water; and
- (b) it takes more than five continuous hours for normal supply of Drinking Water to be restored to the Property.

WAMC has the meaning given in clause 7.1.1(a).

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

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 Board means the Water Board constituted under the *Water Board Act 1987* (NSW).

Water Continuity Optimal Level has the meaning given in clause 5.1.3(a).

Water Continuity Standard has the meaning given in clause 5.1.1.

Water Continuity Tolerance Band has the meaning given in clause 5.1.3(b).

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

Water Pressure Failure means a situation in which a Property experiences a pressure of less than 15 metres head of pressure for a continuous period of one hour or more, such head of pressure measured at the point of connection (usually the main tap) of the Property to Sydney Water's Drinking Water supply system.

Water Pressure Standard has the meaning given in clause 5.2.1.

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

WIC Regulation means the *Water Industry Competition (General) Regulation 2008* (NSW).

11.2 Interpretation

11.2.1 In this Licence, unless the contrary intention appears:

- (a) the word person includes an individual, a body corporate, an unincorporated body or other entity and one or more of each of them;
- (b) headings are for convenience only and do not affect the interpretation of this Licence;
- (c) notes do not form part of this Licence but may be used to assist with interpretation if there is an ambiguity;
- (d) words importing the singular include the plural and vice versa;
- (e) a reference to a law or legislation (including the Act) includes regulations made under the law or legislation;
- (f) a reference to regulations includes ordinances, codes, licences, orders, permits and directions;
- (g) a reference to a law or regulation includes consolidations, amendments, variations, re-enactments, or replacements of any of them;
- (h) a reference to a legislative provision that is re-numbered extends to the corresponding re-numbered legislative provision;

- (i) a reference to a clause in the Customer Contract that is varied or re-numbered extends to the corresponding varied or re-numbered clause;
 - (j) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns;
 - (k) a reference to a year means a calendar year that ends on 31 December;
 - (l) a reference to a day means a calendar day commencing at 12:00am;
 - (m) a reference to a financial year means a period of 12 months commencing on 1 July and ending on the following 30 June;
 - (n) a reference to a clause or schedule is to a clause of or schedule to this Licence;
 - (o) a reference to a quarter is a period of 3 months beginning on 1 July, 1 October, 1 January or 1 April in a year; and
 - (p) the word 'include' is not used as a word of limitation.
- 11.2.2 If any part of this Licence is prohibited, void, voidable, illegal or unenforceable, then that part is severed from this Licence but without affecting the continued operation of the remainder of this Licence.
- 11.2.3 A reference in this Licence to any organisation, association, society, group or body will, in the event of it ceasing to exist or being reconstituted, renamed or replaced or if its powers or functions are transferred to any other entity, body or group, refer respectively to any such entity, body or group, established or constituted in its place or succeeding to similar powers and functions.
- 11.2.4 A reference in this Licence to a document (original document) is a reference to the original document as amended or revised or, where the original document is replaced, to the replacing document, or the document that most closely approximates the original document.
- 11.2.5 Except where a contrary intention appears in this Licence, where there is disagreement between Sydney Water and IPART as to the proper interpretation of any term or condition of this Licence, the matter must be referred to the Minister for resolution by the Minister.
- 11.2.6 IPART may use information provided to it under this Licence for the purpose of an investigation or report under the IPART Act in relation to Sydney Water, or in the discharge of any function lawfully conferred on IPART.

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 Priority Sewerage Program

The following areas are included in the Priority Sewerage Program:

Priority Sewerage Program – Sydney Water Area of Operations

Areas	Estimated number of lots
Austral	50
Menangle, Menangle Park	220
Nattai	30
Scotland Island	380
Yanderra	200
	Total
	880

C Customer Contract



IPART Independent
Pricing and Regulatory
Tribunal | NSW

Sydney Water Customer Contract

Customer Contract

2019-2024

Water >>

Tribunal Members

The Tribunal members for this review are:

Carmel Donnelly, PSM, Chair
Deborah Cope
Sandra Gamble

Enquiries regarding this document should be directed to a staff member:

Jonathan Hopson (02) 9019 1915
Mamata Titus (02) 9113 7750

The Independent Pricing and Regulatory Tribunal

IPART's independence is underpinned by an Act of Parliament. Further information on IPART can be obtained from [IPART's website](#).

Acknowledgment of Country

IPART acknowledges the Traditional Custodians of the lands where we work and live. We pay respect to Elders, past, present and emerging.

We recognise the unique cultural and spiritual relationship and celebrate the contributions of First Nations peoples.

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Foreword

Sydney Water provides **water supply services**, **wastewater services** and some **stormwater services** to people in Sydney, the Illawarra and the Blue Mountains.

Sydney Water's key objectives are protecting public health, protecting the environment and operating as a successful business.

This contract (as found in Schedule C of the **Operating Licence**) outlines your rights and obligations as a **customer** and sets out the minimum standards of customer service that you can expect. It is our service guarantee to our **customers**. It also outlines Sydney Water's rights and obligations to help us meet our key objectives.

For more information about Sydney Water and the services we provide, visit sydneywater.com.au or call us on 13 20 92.

1 Introduction

1.1 Words used in this contract

Words that are bold and italicised in this contract have a special meaning. The meanings are set out in the definitions in clause 15.1 at the end of this contract.

1.2 Understanding the contract

There are a number of provisions in clause 15.2 at the end of this contract that may assist you in interpreting the contract.

Nothing in this contract is intended to remove or limit any statutory rights you may have under legislation that cannot be excluded, including the consumer guarantees regime under the ***Australian Consumer Law***.

2 What is this contract and who is covered by it?

2.1 What is this contract?

This contract is between us, Sydney Water, and you, the **customer**. You do not need to sign this contract for it to be valid and binding.

This contract provides the terms under which we provide, where available, **water supply services**, **wastewater services**, and **stormwater services** to you. This contract also sets out rights and obligations including your rights in any dispute with us.

This contract is a legally enforceable document and is a requirement of the **Act**.

This contract is summarised in a separate brochure called *Our contract with you*. Copies of this brochure are available on our website or by contacting us.

2.2 Who is covered by this contract?

2.2.1 Owners of property

You are our **customer** and are covered by this contract if you are the owner of **property** within our **area of operations** that is connected to a water main or **wastewater system** owned by us and that connection has been authorised or approved by us.

You are also our **customer** and covered by this contract if:

- you are the owner of **property** that is within a **declared stormwater drainage area** or the **Rouse Hill stormwater catchment area**, and
- charges for the **stormwater services** we provide are payable by you.

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

2.2.2 Private residential tenants

You are also our **customer**, and covered by clauses 5.1, 6.5, 12, 13 and 14 only, if you receive **water supply services** and/or **wastewater services** from us and you are a **private residential tenant**.

2.2.3 Commercial tenants

You are also our **customer** and covered by clauses 5.1, 6.5, 12, 13 and 14 only, if you receive **water supply services** and/or **wastewater services** from us and you are a **commercial tenant**.

2.2.4 Services from WIC Act licensees

If you have a contract for water supply services and/or wastewater services from a supplier licensed under the **WIC Act**, this contract only applies to you for the services you receive from us.

2.3 Other agreements with us

If you have a separate agreement with us (for example, in relation to **trade waste**, **sewer mining**, stormwater harvesting, **recycled water** or an additional services agreement), the terms of that agreement will take precedence over the terms of this contract, to the extent of any inconsistency between them.

If you are a **non-residential customer** and you request a different level of service for a **utility service**, we may enter into a separate agreement with you to provide that different level of service. Before entering into that separate agreement, we will:

- provide you with an estimate of the costs of supplying you with the requested **utility service**, and
- advise you if the requested **utility service** is below the standards set out in this contract.

2.4 When does this contract commence?

This contract commences (as relevant):

- on the Commencement Date for any person who, on that date, is taken to have entered into this contract under section 55 of the **Act** or clause 2.2 of this contract, and
- for any person who, after the Commencement Date, is taken to have entered into this contract under section 55 of the **Act** or clause 2.2 of this contract, the date that the person is taken to have entered into this contract under section 55 of the **Act** or clause 2.2 of this contract.

On the Commencement Date, this version of the contract replaces any previous versions of this contract between you and us. Any rights and liabilities that have accrued under any previous contract with us are not affected by the commencement of this contract.

3 What services does Sydney Water provide?

3.1 Water supply services

3.1.1 Supply of water

We will supply you with water to meet your reasonable needs except:

- in the case of **unplanned interruptions** or **planned interruptions** under clauses 3.4.2 and 3.4.3
- in the case of water restrictions under clause 3.4.4
- where we are entitled to restrict or discontinue supply under clause 6, or
- in the case of events beyond our reasonable control, including in the case of a **disaster event**.

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.

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

3.1.2 Drinking water quality

The **drinking water** we supply a **customer** will comply with the health related guidelines provided in the **Australian Drinking Water Guidelines** except to the extent otherwise specified by **NSW Health**.

3.1.3 Recycled water quality

The **recycled water** we supply a **customer** will comply with the **Australian Guidelines for Water Recycling** except to the extent otherwise specified by **NSW Health**.

3.1.4 Drinking water pressure

We will ensure that the **drinking water** we supply to your **property** is at a minimum of 15 metres head of pressure at the **point of connection** to our **water system**. This pressure is recognised as suitable for **residential customers** and **non-residential customers**.

3.1.5 Health or special needs

If you require a water supply to operate a life support machine or for other special health needs, you must arrange for your health provider to notify us. In certain circumstances, you may be eligible for an allowance of water use that is not subject to charges.

3.2 Wastewater services

3.2.1 Supply of wastewater services

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

- where we are entitled to restrict or disconnect supply under clause 6
- in the case of **unplanned interruptions** and **planned interruptions** under clauses 3.4.2 and 3.4.3, or
- in the case of events beyond our reasonable control, including in the case of a **disaster event**.

3.2.2 Wastewater overflow

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

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

- inconvenience and damage to you is minimised
- the affected area is suitably and promptly cleaned up at our cost and in a way that minimises the risk to human health and the environment, and
- any rebate or redress that may be due to you under clauses 7.2, 7.4 and 7.6 are paid or provided.

3.2.3 Trade waste

You may discharge **trade waste** into our **wastewater system** only if you have obtained our written permission and entered into an agreement with us for this activity.

We will give you our written permission and enter into such an agreement with you only if we are able to accept, transport and process **trade waste** that you discharge in full compliance with applicable safety and environmental laws, the **Operating Licence** and the **Act**.

We reserve the right to refuse **trade waste** into our system if we determine that it poses a risk to our operations, the health and safety of our workers or our ability to service or meet the expectations of our broader customer base.

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

3.2.4 Sewer mining and stormwater harvesting

You may extract from our **wastewater system** or **stormwater drainage system** only if you have obtained our prior written permission and entered into an agreement with us for this activity.

3.3 Stormwater services

We will provide you with a service to transport stormwater through our **stormwater drainage systems** under our control if your **property** is within a **declared stormwater drainage area** or within the **Rouse Hill stormwater catchment area**.

If your **property** is within a **declared stormwater drainage area** or the **Rouse Hill stormwater catchment area** we will charge you for this service in accordance with the maximum prices, or methodology for fixing the maximum prices, determined by **IPART**.

We can provide information to assist you in determining whether your land is within a **declared stormwater drainage area** or within the **Rouse Hill stormwater catchment area** and whether our stormwater pipes or channels are located within or adjacent to your **property**.

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**.

3.4 Factors affecting service

3.4.1 Repairs and maintenance

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

3.4.2 Unplanned interruptions

If there is an **unplanned interruption** to your **water supply service** or **wastewater service**, we will minimise the inconvenience to you by:

- restoring the service as quickly as possible
- providing as much information as practicable on a 24 hour leaks and faults telephone service (see clause 11.4), and
- providing access to emergency supplies of water where reasonably practicable and necessary having regard to the particular circumstances.

3.4.3 Planned interruptions

We may need to arrange **planned interruptions** to the **water supply services** and **wastewater services** provided to you to allow for planned or regular maintenance of our **water system** or **wastewater system**.

We will inform you of the time and duration of any **planned interruption**, at least two days in advance if you are a **residential customer**, and seven days in advance if you are a **non-residential customer**, unless you agree to another period.

We will use our best endeavours to ensure the **planned interruption** is no longer than five hours from when the supply of water is turned off until the water is turned back on.

3.4.4 Water restrictions

Where the **Minister** has imposed water restrictions under clause 24 of the *Sydney Water Regulation 2017* (NSW), you must comply with those water restrictions. If you fail to comply with any water restrictions, we may **disconnect** or **restrict water supply services** supplied to you.

We will publish any water restrictions:

- on our website
- in a manner that is likely to bring the water restrictions to the attention of the public in the **area of operations**, and
- in accordance with the *Sydney Water Regulation 2017* (NSW).

These water restrictions may include:

- restrictions on the use of water, including the purpose for which water may be used
- a variation of charges consistent with the **Act** and **Operating Licence**, and
- other conditions that we consider appropriate, including the period or likely period of restrictions or limitations on supply and usage of water.

We will also make every reasonable effort to notify you in your next bill of any water restrictions.

4 What you pay

4.1 Responsibility to pay the account

You must pay us the amount on your bill by the date specified unless you have entered into a **payment arrangement** with us.

4.2 Publication of charges

We will publish on our website up-to-date information on our charging policies and current charges. This information will also be provided to you on request.

4.3 Concessions

You are eligible for a government funded pension concession if you hold one of the recognised pensioner concession cards. You must apply to us for the concession and establish your eligibility.

If you are eligible for the concession, we will ensure that it is granted from the commencement of the next **charging period** after your application for a concession was lodged.

You may contact us to obtain information on whether you are eligible for a concession. On request, we will provide information about concessions in a language other than English (where available).

4.4 Your bill

4.4.1 When will your bill be sent?

We will issue you a bill for the services that we provide to you. You will be sent a bill on a quarterly basis, unless otherwise agreed.

Non-residential customers with high water usage and **wastewater** disposal may be sent a bill on a monthly basis.

We will provide you with copies of your bills or a statement of all charges that you have incurred for the previous 12 months on request, free of charge.

4.4.2 What information is on your bill

We will ensure that your bill contains details of:

- the **charging period** to which it applies
- the total amount due

- the usage and **service charges**, separately itemised
- other fees and charges payable
- the date payment is due
- your postal address and account number
- the address of the **property** for which the charges in the account have been incurred
- options for the method of payment
- a comparison of your water usage with your past water usage, where available
- contact numbers for account **enquiries**, leaks and faults, and text telephone (TTY) services
- the payment assistance available
- your rights to rebates
- information in community languages about the availability of interpreter services and the phone number for those services, and
- the credit balance or amounts overdue from previous bills.

4.4.3 How bills are sent

We will send your bill to the postal address you nominate.

If you do not nominate a postal address, the bill will be sent to:

- the **property** to which the **utility services** are available or provided, or
- your last known postal address.

On your request we will send your bill and other communications regarding payment electronically.

Your bill will be considered delivered to you if it is sent by one of the above means.

4.4.4 How to make a payment

We will provide you with a range of payment options including in person, by mail, via the internet or by direct debit.

You must pay by one of the methods that we offer. We will not accept payments by other methods.

4.4.5 Overdue account balances

If you do not pay your account by the due date, you will have an overdue account balance and we may charge you:

- interest on your overdue account balance, or
- a late payment fee, but only if a maximum late payment fee amount is specified by **IPART** as part of a review conducted by **IPART** under the *Independent Pricing and Regulatory Tribunal Act 1992* (NSW).

Any late payment fee we charge you will:

- not exceed the maximum late payment fee amount specified by **IPART**, and
- be charged in accordance with any terms and conditions specified by **IPART** as part of the review (including conditions requiring us to provide you with adequate notice prior to charging you a late payment fee).

We will not charge you interest on your overdue account balance or a late payment fee if:

- we have already agreed with you a deferred payment date, or an arrangement to pay by instalments with respect to the overdue account balance, or
- you have entered into a **payment arrangement** with us.

4.5 Undercharging

If your bill states that you are required to pay us an amount that is less than what you are actually required to pay us (that is, we have undercharged you) as a result of our error, we may adjust your next bill to charge the undercharged amount as a separate item.

If the undercharging is due to:

- you providing false information
- an unauthorised connection (for example, you have not obtained our written consent in accordance with clause 8.11 or you have not obtained the required approvals for the connection)
- your breach of this contract or the **Act**, or
- building works which were not approved in accordance with clause 8.10,

you must pay the correct amount on request. We will state the amount to be paid as a separate item in your next bill.

We may also charge you from a date we determine an unauthorised connection to have occurred.

4.6 Overcharging

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

4.7 Billing disputes

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.

You are obliged to pay any undisputed charges or fees by the due date.

4.8 Wastewater usage charges

The wastewater usage charge applies to **non-residential customers** only. We will determine a **wastewater usage discharge factor** that is used to calculate wastewater charges for **non-residential customers**. Where a **wastewater usage discharge factor** is varied, the revised charge will apply from the beginning of the next **charging period**. We will notify you of any change to your **wastewater usage discharge factor** in accordance with clause 4.10.

4.9 How prices are determined

We set charges for the services we provide you under this contract in accordance with any applicable maximum prices, or methodology for fixing the maximum prices, determined by **IPART**.

We may vary these charges from time to time, but only in accordance with our **Operating Licence** and the **Act** and subject to the maximum prices, guidelines and methodologies determined or issued by **IPART**.

4.10 Notification of price variations

We will publish notice of any variations to our charges on our website and provide details on your bill. The variation will commence on:

- the first day of the next quarter after the notice of the variation has been published, or
- any other date we nominate after we have published the notice of the variation.

4.11 Other costs and charges

4.11.1 Dishonoured or declined payments

If payment of your bill is dishonoured or declined, we may charge you a dishonoured or declined payment fee in an amount not exceeding the amount specified on our website, as amended from time to time.

We may refuse to accept personal cheques or card payments for a specific bill where two or more dishonoured payments have been provided. We may refuse future payments by these means if you have a history of dishonoured payments.

4.11.2 Payment adjustments

If we incorrectly apply a payment to your bill, we will reverse the payment and inform you of this reversal.

4.11.3 Costs for installing and connecting services

You are responsible for all costs of connecting your property to our water system, wastewater system or stormwater drainage system.

Connection to our **water system**, **wastewater system** or **stormwater drainage system** must be approved by us and comply with the conditions we set to ensure the safe and reliable supply of services.

Where a new connection point requires works on our systems, those works can only be carried out by us or a provider listed by us. This list is available on our website or by request.

4.11.4 Charges for other services

We may charge you a fee for any other services you request from us or where we have agreed to provide you with a different level of service as set out in clause 2.3. To the extent that any determination of maximum prices made by IPART applies to these fees, we will charge those fees in accordance with that determination. In circumstances 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.

We may also charge you other fees, charges and amounts where we are entitled to do so under the **Act**.

4.12 Exchange of information

To the extent permitted by law, we may exchange information about your creditworthiness, credit standing, credit history or credit capacity with credit reporting agencies, other credit providers, other suppliers, or our agents, contractors and franchisees.

5 What can I do if I am unable to pay my bill?

5.1 Payment difficulties and assistance options for all customers

If you are experiencing **payment difficulty** you should contact us and we will provide you with information about options available to assist you. All reasonable effort will be taken to provide assistance to you.

If you are experiencing **payment difficulty**, you have the right to:

- be treated sensitively on a case by case basis by us
- have your **payment difficulty** dealt with in a fair and reasonable manner
- tailored advice on other broader assistance options (including any appropriate government concession programs) (for **residential customers** and **private residential tenants** only)
- seek deferral of payment for a short period of time (being, in the case of a **private residential tenant**, at least four weeks)
- access to a language interpreter, if required, at no cost to you
- referral to financial counselling services (for **residential customers** and **private residential tenants** only)
- information from us about an accredited welfare agency for payment assistance (for **residential customers** and **private residential tenants** only), and
- negotiate a **payment arrangement** with us (for **residential customers** and **non-residential customers** only). If you are a **non-residential customer** these arrangements will be based on reasonable commercial considerations and market conditions.

You may also be eligible for Payment Assistance Scheme credit issued by an accredited welfare agency or us (for **residential customers** and **private residential tenants** only).

5.2 Payment arrangements

If you enter into a **payment arrangement** with us, we will:

- enable you to make payments by instalments, in advance or arrears
- inform you of the following:
 - the period, or periods, of the payment plan
 - the amount and frequency of each instalment
 - if you are in arrears, the completion date of the payment plan required to pay the arrears, and
 - if you choose to pay in advance, the basis on which the instalments are calculated
- provide for instalments to be calculated having regard to your consumption needs, your capacity to pay and the amount of arrears you are required to pay, and
- ensure that your arrears are cleared over a period of time and your debt does not continue to grow.

If you are experiencing **payment difficulty** and have entered into a **payment arrangement** with us and honour that arrangement, we will:

- not take any legal action to enforce the debt or **restrict** or **disconnect** the supply of water to your **property**, and
- waive interest and late payment fees on the overdue amount for the period of the arrangement.

6 Restriction or disconnection of water supply and wastewater services

6.1 Restriction or disconnection

If you fail to pay your bill by the due date and have failed to make alternative arrangements for payment, we may restrict or disconnect the supply of water to your **property**. This will be done in accordance with our policies relating to debt, water flow **restriction** and **disconnection** for non-payment, as amended from time to time.

Information on these policies will be sent to you annually. This information is also available on our website or on request.

6.2 Notice of restriction or disconnection of supply of water for non-payment by customers

If you fail to pay your bill by the due date, we will send you a reminder notice. The reminder notice will:

- state the total amount due
- state that payment is immediately due
- state that you should contact us if you are having difficulty making payment and we will provide you with payment options, including **payment arrangements**, subject to eligibility criteria, and
- advise you of your right to raise your concerns with **EWON**.

If you fail to comply with the reminder notice, we will send you a **restriction** or **disconnection** notice advising you that:

- you must pay the bill immediately otherwise, after 10 business days of our issuing the **restriction** or **disconnection** notice to you, we may take action to restrict or disconnect the supply of water to your **property** or take legal action to recover the amount outstanding
- you may incur additional costs relating to us restricting or disconnecting the supply of water and/or taking legal action to recover the amount outstanding
- the supply of water to your **property** may be restricted or disconnected without further notice
- you have the right to raise your concerns with **EWON**, and
- you should contact us if you are experiencing **payment difficulty** and we will provide you with information about options available to assist you.

6.3 Conditions for restriction or disconnection of supply of water for non-payment by customers

We may restrict or disconnect the supply of water to your **property** if:

- you have not paid your bill and at least 10 business days have elapsed since we issued the **restriction** or **disconnection** notice, or
- you have entered into a **payment arrangement** with us but have failed to make the agreed payments.

If you are a **residential customer**, we will use our best endeavours to make further contact with you, in person, by post or by phone about the non-payment prior to **restriction** or **disconnection**.

Details are provided in our 'payment assistance' and 'overdue payments' policies that are available on our website, as amended from time to time.

In addition to the limitations on **restriction** or **disconnection** set out in clause 6.7, we will not restrict or disconnect the supply of water for a failure to make due payment where:

- you have applied for a payment plan that is being assessed, or
- you are complying with the agreed terms of a current **payment arrangement**.

If you receive a bill for a new **charging period** that contains an overdue amount from a previous **charging period**, we may restrict or disconnect supply on the arrears after issuing you with the appropriate notices relating to the overdue amount, as described in this clause.

6.4 Restriction or disconnection for other reasons

We may also restrict or disconnect the supply of **utility services** to your **property** in the following circumstances:

- if you are connected to our **water system**, **wastewater system** or **stormwater drainage system** without our approval
- if **your water system**, **your wastewater system** or your stormwater pipes are defective
- you fail to rectify a defect with, or unauthorised work on, **your water system**, **your wastewater system** or your stormwater pipes as set out in clause 8.8 of this contract
- you fail to remediate or remove an unapproved excavation, building, landscaping or construction work that interferes with our **water system**, **wastewater system** or **stormwater drainage system** as set out in clause 8.10 of this contract
- you have breached this contract, the **Act**, your additional services agreement or any other agreement with us
- if you use **sewer mining** or stormwater harvesting facilities that are not authorised by us or do not comply with applicable laws
- you discharge **trade waste** into our **wastewater system** without our written approval or you do not comply with the requirements of our written approval

- where you fail to ensure access to our **meter** for your **property** (prior to taking this step, we will use our best endeavours to contact you to arrange reasonable access, leave a notice requesting access and provide you with a **disconnection** warning)
- where you fail to meet our metering requirements (published in our policies and guidelines that are available on our website, as amended from time to time)
- if you are connected to our **wastewater system** using **pressure sewerage equipment** that may be owned by us or you and you do not comply with your operation and **maintenance** requirements set out in Appendix A
- if a serious health or environmental risk is posed by the discharge of chemicals into our **wastewater system**
- if you have not installed a **backflow prevention containment device** (if required to do so by us)
- if you have not correctly installed or maintained your **backflow prevention containment device** or have failed to provide an annual test report by the due date
- you use your **recycled water** in a manner inconsistent with its intended purpose or in a manner contrary to the information we provide on its safe use
- where we are entitled or required to restrict or to discontinue supply by direction of the **Minister** or under an applicable law, or
- where lack of access to the **meter** or the poor quality of **your water system** prevents us from exchanging the **meter** and you have failed to address this within 30 days of our notifying you of this.

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

Where an amount unpaid on a bill is owed by a landlord, we may accept payment of outstanding charges by an occupier of the **property** (in other words, the tenant) who may, in accordance with the **Act**, deduct those charges from rents otherwise payable to the landlord.

6.6 Minimum flow rate during restriction

If we restrict the supply of water to you, we will provide a flow sufficient for health and hygiene purposes. If you believe that the **restriction** will cause a health hazard you should contact us and we will consider increasing the flow.

6.7 Limitations on restriction or disconnection

Under no circumstances will we restrict or disconnect the supply of water to your **property**:

- without providing reasonable notice to the occupier of the **property** that we intend to restrict the supply

- without giving you notice under clauses 6.2 or 6.3 (as applicable) where the reason for **restriction** or **disconnection** is non-payment of your bill, except when an order is issued under relevant legislation
- without providing the occupier with information on our policies relating to **payment difficulty**, debt, water supply **restriction** and **disconnection** for non-payment
- if a related **complaint** is being considered for resolution by us or **EWON**, and
- without advising the occupier that in some circumstances the **Act** permits a tenant to pay outstanding charges and deduct them from rents otherwise payable to the landlord and providing the occupier with a reasonable opportunity to pay the bill.

We will only carry out a **restriction** or **disconnection** on a business day (excluding Fridays and the day before a public holiday), prior to 3pm.

6.8 Disconnection by a customer

You may **disconnect** your **property** from our **water system** or **wastewater system** provided that:

- you have complied with all applicable health, environmental and local council regulatory requirements
- you have complied with all our requirements, as detailed in the policies published on our website, as amended from time to time
- you have given us information we may reasonably require
- you have given us 10 days' written notice and you have obtained our written permission,
- you have paid any applicable **disconnection** charge, and
- the **disconnection** is undertaken by a licensed plumber and conducted in accordance with plumbing, drainage or other regulations or standards that may apply.

On **disconnecting** your **property**, we may recover any equipment that we installed on the **property** and may continue to charge you a service availability charge in accordance with the **Act**. You may apply to us to be exempted from this charge.

6.9 Restoration of water supply after restriction or disconnection

Following **restriction** or **disconnection** of your water supply, we will provide you with information to enable you to make arrangements for the restoration of the supply. A restoration fee will apply.

When the reason for the **restriction** or **disconnection** of supply no longer exists or if there is mutual agreement to restore supply, we will restore your supply:

- on the same day, if you pay or we agree to other arrangements before 3pm on any business day, or
- on the next business day if you pay or we agree to other arrangements after 3pm.

When the conditions for restoration are met after 3pm, we may restore supply on the same day but you may be asked to pay an after-hours restoration fee.

6.10 Costs for debt recovery activities

We may recover from you our reasonable costs associated with debt recovery under this contract.

7 Redress

7.1 Notification

If you notify us of a failure by us to comply with this contract or our activities result in inconvenience, damage or loss to you or your **property** we will promptly advise you of:

- your right to a rebate or redress under clauses 7.2, 7.3, 7.4 or 7.6
- how we may rectify your problem, and
- how to seek compensation from us under clause 7.7.

7.2 Rebates

Information on rebates provided under this contract is set out in our *Allowances and Rebates on your Bill* policy, which may be amended from time to time. This is available on our website or in hard copy by request.

We will pay the rebate in your next bill where possible.

7.2.1 Planned interruption

Where your **water supply service** is interrupted for over five hours by a **planned interruption** you are entitled to an automatic rebate of \$20. You are eligible for this rebate for each and every event of this type that you experience.

7.2.2 Unplanned interruption

Where your **water supply service** is interrupted for over five hours by an **unplanned interruption** you are entitled to an automatic rebate of \$40 for each of up to two **unplanned interruption** events. If you experience three or more **unplanned interruptions** that last for more than one hour each in a rolling 12-month period, the rebate outlined in clause 7.3 will apply in relation to those additional **unplanned interruptions**.

7.2.3 Low water pressure

Where your **drinking water** pressure is below 15 metres head of pressure at the **point of connection** to our **water system** for a continuous period of one hour (**low water pressure**), unless as a result of an **unplanned interruption** or a **planned interruption**, you are entitled to a rebate of \$40. This rebate is payable for one event each quarter. A rebate will be granted automatically when this is identified through our monitoring.

However, you are not entitled to a rebate for **low water pressure** under this clause if you live in the vicinity of a **property cluster** and we inform you of the risk of recurring **low water pressure** at your **property** before your **property** is connected to our **water system** for the first time.

7.2.4 Wastewater overflow

If you experience a **wastewater overflow** on your **property** due to a failure of our **wastewater system**, you are entitled to a rebate of \$75. If you experience two or more **wastewater overflow** events in a rolling 12-month period, the rebate outlined in clause 7.4 will apply in relation to those additional **wastewater overflows**.

7.2.5 Dirty water

If we do provide you with **dirty water** (water that is not suitable as **drinking water**), you may be entitled to a rebate of \$40 for each occasion that we provide you with **dirty water**.

If the cause of the problem is identified in **your water system** the rebate will not apply.

7.2.6 Boil water incidents

If **NSW Health** issues a 'boil water alert' due to contamination of **drinking water** caused by us, you are entitled to a rebate of \$50 for each incident in relation to which the 'boil water alert' is issued.

7.3 Rebates for recurring unplanned interruptions

If you are a **customer** and experience three or more **unplanned interruptions** to your **water supply service** that last for over one hour each in a rolling 12 month period, you are entitled to a rebate equal to the whole annual water **service charge**, less any concessions available to you, after the third event. This rebate operates in addition to any rebates you may have received under clause 7.2.

7.4 Rebates for recurring wastewater overflows

If you are a **customer** and experience two or more **wastewater overflows** on your **property** in a rolling 12 month period due to a failure in our **wastewater system**, you will be entitled to a rebate of \$150.

If you are a **customer** and experience three or more **wastewater overflows** on your **property** in a rolling 12 month period due to a failure in our **wastewater system**, you will be entitled to a rebate equal to the whole annual **service charge** for **wastewater services**, less any concessions available to you, after the third event.

These rebates operates in addition to any rebates you may have received under clause 7.2.

7.5 Exception for disaster events

Any incidence you experience of:

- an **unplanned interruption** to your **water supply service**
- a **wastewater overflow** on your **property** due to a failure in our **wastewater system**

- **low water pressure**, or
- **dirty water**

that is caused by a **disaster event** will not be taken into account to determine your entitlement (if any) to a rebate under clauses 7.2, 7.3 or 7.4.

7.6 Redress

In addition to our obligation to pay a rebate under clauses 7.2, 7.3 and 7.4, we may provide one of the following forms of redress:

- reinstatement
- repair
- rectification
- construction of works
- providing alternative supplies of water
- emergency accommodation, or
- payment for damages as set out in clause 7.7.

If you are unsatisfied with the form of redress we provide you, you may request additional redress from us. We will consider your request in accordance with the timeframes in clause 12.1 as if your request were a **complaint**.

7.7 Claim for damages

In the event of physical loss or damage to you or your **property** as a result of our activities or our failure to comply with this contract, the **Operating Licence** or the **Act**, you may be entitled to reimbursement for any loss suffered.

All claims must be submitted in writing on an incident notification form that is available on our website or by contacting us. You must specify the nature of the problem and the compensation sought.

We will within five business days of receiving your claim:

- acknowledge receipt of your claim, and
- advise you of the name and contact details of our representative who will assist you with your claim.

We will undertake investigations into the circumstances surrounding the claim/incident and provide a response time for making a decision in regard to your claim.

You will be provided with a written assessment of your claim within the response time indicated. The assessment will outline the reasons for the decision in regard to your claim and the type of compensation to be provided, if any.

You could, if you have insurance, consider making a claim to your insurance company to determine if the loss or damage is covered by an insurance policy.

If you are not satisfied with our decision, you have the right to seek review of your claim under clause 12.2 or you may seek an external review under clause 12.4.

7.8 Guarantees and assurances

Our goods and services come with certain guarantees that cannot be excluded under the **Australian Consumer Law**. The only additional assurances we make and the only conditions and warranties included in this contract are those set out in this contract, and those that are included by law.

This clause does not affect rights you have under a law that applies to us that says we cannot exclude or limit our liability.

8 Responsibilities for maintenance

8.1 Water pipes

You are responsible for maintaining all water pipes and fittings between our **water system** and the buildings and/or taps on your **property**. This is referred to as **your water system**.

As a **property** owner, you are responsible for any damage caused by a failure of **your water system**.

Subject to the exclusions listed below, if you notify us of a failure of **your water system**, we will perform a free repair of **your water system** between our **water system** and the **meter** for your **property**. However, if the **meter** lies more than one metre along your pipe inside the **property boundary**, or there is no **meter**, we will provide this service only up to one metre along your pipe inside the **property boundary**.

If you do not want us to perform the repair on **your water system**, you must have any failure between our **water system** and the **meter** for your **property** repaired by a licensed plumber in accordance with the **Plumbing Code of Australia** or any other acts, regulations or standards that may apply.

However, the free repair offered under this clause does not apply to, and specifically excludes the repair of:

- unauthorised connections and those parts of **your water system** installed contrary to applicable codes, regulations and standards
- **fire services** (including **combined services**), both inside and outside the **property boundary**
- **backflow prevention containment devices**
- water services to construction sites
- water pipes and fittings:
 - connecting to privately owned water mains, or
 - forming part of **your water system**, if **your water system** is completely within private property,

such as in some community title subdivisions, or shared **private joint services** or **extended private services**, and

- faults caused by your wilful or negligent act or omission.

If we make repairs to your water pipes, we will backfill and make safe any excavations required on your **property**. We will not restore any landscaping, structures or hard surfaces.

We will also not meet the costs of installing new privately owned services or modifying, upsizing or relocating existing privately owned services.

You are responsible for installing, maintaining and annual testing of your **backflow prevention containment devices**, except where the device is integrated into the **meter** supplied by us.

If you fail to carry out an annual test of your **backflow prevention containment device**, we may arrange for an annual test and charge you the cost incurred by us for the annual test.

8.2 Wastewater pipes

You are responsible for maintaining all **wastewater** pipes and fittings between your **property** and the connection with our **wastewater system**, including your privately owned **pressure sewerage equipment**. This is referred to as **your wastewater system**.

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

The **point of connection** with our **wastewater system** may be outside your **property**. If you do not know where the **point of connection** is, you should contact us for information on where to obtain a diagram.

If a fault occurs in **your wastewater system**, you are responsible for arranging to have the fault rectified by a licensed plumber or drainer.

If the fault occurs in our **wastewater system** we will repair the fault at our cost. However, you may be liable to pay for the repair to the extent you have contributed to the fault.

As a free service, we may repair collapsed **wastewater** pipes that form part of **your wastewater system** where the collapse is located within a footpath or roadway and a licensed plumber has confirmed that the fault cannot be repaired without excavation of the footpath or roadway and replacement of the collapsed **wastewater** pipes.

However, if the problem is assessed by us as able to be repaired without excavation, you will remain responsible for the cost of repair. We will not reimburse any plumbing costs.

We will not provide this service for unauthorised **wastewater** systems installed contrary to applicable codes, regulations and standards.

8.3 System diagrams

Appendix B contains diagrams showing responsibilities for **maintenance** of authorised connections to our **water system** and **wastewater system**. These diagrams are illustrative only and should not be relied on for any purpose other than to assist with understanding the provisions in this contract.

In the event of an inconsistency between the diagrams and other terms and conditions of this contract, those other terms and conditions prevail to the extent of the inconsistency.

8.4 Pressure sewerage equipment

We are the owner of **pressure sewerage equipment** where the equipment is provided and installed by us or our approved contractor, including where the equipment is located on your **property**.

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

You have different operation and **maintenance** obligations depending on whether you have **pressure sewerage equipment** that is owned by us or you (this is illustrated in Figure 5 and Figure 6 of Appendix B). Your operation and **maintenance** obligations are set out in Appendix A and illustrated in Figures 5 and 6 in Appendix B.

8.5 Private joint water or wastewater pipes

If you share a **private joint service** for a water or **wastewater** pipe you are jointly responsible for the cost of its **maintenance**, including damage to private or public property resulting from a defect in the **private joint service**. Your shared responsibility starts from the **point of connection**. The apportionment of costs incurred in its **maintenance** is a matter between you and others who share it.

Disconnection of private pipes from **private joint services** for either water or **wastewater** is a matter between the relevant **private joint service** property owners. We have no authority in respect of **disconnection** from **private joint services**.

8.6 Stormwater connections, coverings and bridges

You are responsible for the **maintenance** of any connections between your **property** and our stormwater channel, pipe or culvert.

You are responsible for the **maintenance** of any coverings, bridges or similar structures within your **property** that cover or cross our stormwater channels, pipes or culverts unless they are owned by us.

8.7 Water efficiency

You may install water efficient plumbing fixtures, appliances and equipment, such as those recommended under the Water Efficiency Labelling and Standards Scheme.

You may install water saving devices, for example:

- that collect and use rainwater for your own use (if you have a rainwater tank connected to our system, a **backflow prevention containment device** is required to be installed), and/or
- a composting toilet that does not require connection to our **water system** or **wastewater system**.

You must comply with **BASIX** requirements, plumbing regulations and health, environmental and local council requirements when installing water saving devices. Approval may be required from your local council.

On request, we will provide you with information on how to use water efficiently.

8.8 Defective work

If we become aware of any defect with, or unauthorised work to, **your water system**, **your wastewater system** or your stormwater drainage system, that impacts or poses risks to the operation of our **water system**, our **wastewater system** or our **stormwater drainage system**, we will request the defect to be fixed within a reasonable time.

A defect includes where **your wastewater system** or your stormwater pipes allow **rainwater**, stormwater, groundwater or surface runoff to enter and impact the operation of our **wastewater system**. If you do not comply with the request, we may restrict or disconnect your water supply or your **wastewater** connection until the defect is fixed. We may also remedy the defect or unauthorised work and you may be charged the reasonable costs incurred by us in undertaking this work.

8.9 Giving notice of system failures

You should inform us if you become aware of any failure of our **water system**, **wastewater system**, or **stormwater drainage system**. If you notify us of an interruption to your water supply, a burst or leak in our **water system**, a disruption to the **wastewater** drainage from your **property** or an overflow or leakage from our system, we will ensure that the problem is attended to as soon as practicable.

8.10 Building work

You must not undertake any excavation, building, landscaping or construction work on your **property** without firstly identifying the location of our assets and obtaining a building plan approval from us if required. In general, you require a building plan approval if the work occurs over or next to our assets or you need approval from a council or a certifier before carrying out the works. You can obtain a plan from us identifying the location of our assets. You can find further information about whether a building plan approval is required on our website or by contacting us. Our contact details are set out in clause 11 of this contract.

We will request that you remove or remediate any unapproved work that interferes with our **water system**, **wastewater system** or **stormwater drainage system** at your cost. If you do not comply with our request within the required timeframe, we will remove or remediate the unapproved work and charge you the reasonable costs incurred by us in undertaking this work. If you do not comply with our request within the timeframe required, we may also disconnect your **property** from our **water system**, **wastewater system** or **stormwater drainage system** until the work is carried out.

Properties with an existing water service must be metered during the period of excavation, building, landscaping or construction work. The **meter** must be accessible (as described in clause 10.4) at all times.

8.11 Connections to services

You must apply and have our written consent to be able to connect to our **water system**, **wastewater system** or **stormwater drainage system**.

Once your application is approved, connections to our **water system**, **wastewater system** or **stormwater drainage system** are to be made using the services of a provider listed by us or licensed plumber and in accordance with plumbing, drainage or other regulations or standards that may apply. A list of providers is available on our website or by request.

8.12 Altering connections and unauthorised connection or use

You must not:

- wrongfully take, use or divert any water supplied by us
- use a dedicated **fire service** for any purpose other than firefighting or testing of the **fire service**
- wrongfully interfere with the operation of a **meter**, metering system or prevent a **meter** from registering the quantity of water supplied by us, or
- wrongfully discharge any substance into a system owned by us.

If you do not comply with the requirements in this clause, we may charge you for the estimated amount of water used. Fines may also apply and be imposed on you by a relevant authority.

You must obtain our consent before carrying out any activity that may alter, cause destruction of, damage or interfere with our **water system**, **wastewater system** or **stormwater drainage system**.

8.13 Removal of trees

If a tree on your **property** is damaging or interfering with our **water system**, **wastewater system** or **stormwater drainage system**, or is reasonably likely to do so, we may require the removal of the tree at your cost.

We will notify you in writing requiring you to remove the tree within a reasonable period. You may with our consent and at your cost, take steps to eliminate the cause of damage or interference to our **water system**, **wastewater system** or **stormwater drainage system**, without removing the tree.

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

- 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, and
- an easement did not exist in favour of our system when the tree was planted on your **property**.

If you fail to comply with the notice to remove the tree by the specified date 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 and recover the costs of removal from you where:

- you were the owner of the **property** at the time the tree was planted, and
- 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 **water system, wastewater system** or **stormwater drainage system**.

We cannot require a tree to be removed that is the subject of a protection or conservation order under the *Heritage Act 1977* (NSW), the *National Parks and Wildlife Act 1974* (NSW) or any applicable law.

9 Entry onto a customer's property

9.1 Access to Sydney Water's systems

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

- to maintain our **water system, wastewater system** and **stormwater drainage system**
- to ensure that this contract or the **Act** is being complied with
- for other purposes set out in the **Act** or other applicable laws
- to identify if **your water system, your wastewater system** or your stormwater pipes comprise defective private works, and
- to read, fit, exchange or maintain a **meter**.

9.2 Identification

When we enter your **property**, our staff or contractors will carry identification that will be shown to you (or to any person present at the time of access).

9.3 Notice of access

We will give you, or the occupier of your **property**, two days' written notice of our intention to enter your **property** specifying the date and approximate time of entry, unless you agree to a shorter notice period.

We will not give you written notice in cases where:

- entry is required urgently
- the purpose is to read, fit, exchange or maintain a **meter**
- giving notice would defeat the purposes of entry
- we intend to conduct a water restriction investigation on your **property**
- we need to investigate a health or safety issue, or
- we conduct a general **property** inspection such as verifying connection installation, **meter**, plumbing or a **backflow prevention containment device** inspection.

9.4 Impact on customer's property

If we enter your **property** for the reasons outlined in clause 9.1, we will ensure that we:

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

You may be entitled to compensation from us under the **Act** for damage incurred by our entry to your **property**.

10 Water meter reading, installation, testing and maintenance

10.1 Installing and maintaining a meter

Unless we otherwise agree, your **property** must have a **meter** to measure the quantity of water that we supply you. Details, including who is required to supply you with the **meter** and who is required to pay for the plumbing installation are provided in our metering requirements published in our policies and guidelines that are available on our website, as amended from time to time.

If you install a **meter** in an inaccessible location, or make a **meter** inaccessible to us, we may charge you a fee for the provision of a remote reading device.

An approved **backflow prevention containment device** appropriate to the **property's** hazard rating must be fitted. The **backflow prevention containment device** must comply with the **Plumbing Code of Australia**, and any other regulations or standards that may apply. Residential **properties** with low risk of backflow that are serviced by either a 20mm or 25mm **meter** are exempt from this requirement because these **meters** already contain a **backflow prevention containment device**. **Properties** with larger **meters** must comply with our requirements published in our policies on our website, as amended from time to time.

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.

You are responsible for installing the pipework on either side of the **meter**. You are also responsible for maintaining the pipework located on either side of the **meter**, unless we maintain it under clause 8.1. For further details, refer to our requirements published in our policies on our website, as amended from time to time.

The installed **meter** remains our property and we will maintain it. In multi-level buildings the individual unit **meter** becomes our property once transferred to us, and from such time we will maintain it.

If the **meter** is damaged by you or a person acting on your behalf, other than by normal wear and tear, we will charge you for the cost of repairing or replacing the damaged **meter**, whichever has the lowest cost.

We may charge you an unmetered service charge if there is no **meter** measuring the supply of water to your **property**.

We may require that you fit a **meter** to your **fire service**. This requirement will be noted in your connection approval.

10.2 Measuring water supplied

You will be charged for the quantity of water measured by the **meter** for your **property**, unless the **meter** is faulty and we are required to adjust what we charge you under clause 10.3.

If a **meter** is stopped, inaccessible, or damaged, an estimated usage will be calculated on a basis that is representative of your usage pattern. The estimated usage will be used to calculate your usage charge.

We may charge you an unmetered service charge until the **meter** can be repaired or replaced where we have made three attempts (each at least one week apart) within a 6 week period to contact you to arrange to repair or replace a **meter** and we have had no response. Where possible, we will use at least two different communication methods to try and contact you before charging an unmetered service charge to you.

When the price for water or **wastewater** usage is varied on a date that falls within your **meter** reading period, we will apply the new price on a pro rata basis.

We will endeavour to provide an actual **meter** reading once every 12 months, inclusive of **meter** readings taken by you on our behalf.

You must not remove a **meter** from your **property** without our consent.

Where your **meter** is part of an automated **meter** reading system in a multi-level building we may share your **meter** reading information with the **Owners Corporation** or building manager.

10.3 Meter testing

If you consider that the **meter** is not accurately recording water passing through it, you may request that we test it. We will advise you of the **meter** reading results and make available a written report on your request.

If the test shows that the **meter** is over-recording by more than 3 per cent of the actual quantity of water passing through it, we will:

- repair or replace the **meter**
- refund any charge paid by you for the test, and
- adjust your bill by calculating the measurement error on a basis that is representative of your consumption pattern.

10.4 Access to the water meter

We may enter your **property** without notice for the purposes of reading, testing, inspecting, maintaining and replacing the **meter**.

You must ensure that the **meter** is accessible for **meter** reading and **maintenance**. The **meter** and the visible pipe connected should be clear of concrete, plants, trees, bushes and other obstructions.

If you have not provided reasonable and safe access to your **meter**, we may bill you on an estimate of your usage.

If you have not provided reasonable and safe access to your **meter** for reading or **maintenance** on 3 or more occasions, we may:

- ask you to relocate the **meter** at your cost
- ask you to read the **meter** yourself and provide us with the reading
- seek access at a time suitable to you, which may incur an additional fee
- ask you to install a remote reading device, which may incur an additional fee
- take action under clause 6.4 and restrict or disconnect your supply until you replace your pipes or remove the obstruction or concrete around the **meter**; or
- make other arrangements with you.

If you intend to relocate your **meter**, you should engage a licensed plumber at your cost. Your plumber should check our requirements published in our policies on our website, as amended from time to time, before relocating the **meter**.

10.5 Meter replacement

We will replace the **meter** at no cost to you if the **meter**:

- is found to be defective
- can no longer be reasonably maintained, or
- is replaced as part of a **meter** replacement program.

We will attempt to notify you at the time of replacement and advise you that a new **meter** has been installed. A mutually acceptable time will be negotiated with **non-residential customers** for the replacement of **meters**.

11 Who can I speak to if I have any questions or want to make enquiries?

11.1 Telephone enquiries

If you have a telephone **enquiry**, relating to a bill, payment options, concession entitlements or other information about our services, you may contact us on 13 20 92 between 8.30am and 5.30pm, Monday to Friday, excluding public holidays.

Our contact phone number is provided on your bill, in the phone directory and on our website.

If your **enquiry** cannot be answered immediately, we will provide a response to your **enquiry** within five business days of receiving it.

11.2 Internet enquiries

You can find information on a range of topics on our website at sydneywater.com.au. You can also ask questions and be provided with a response.

11.3 Written enquiries

You can also email or write to us.

Email **enquiries** should be sent to CustomerService@sydneywater.com.au and written **enquiries** sent to:

Sydney Water
PO Box 399
Parramatta NSW 2124.

We will reply to your written **enquiry** within five business days of receiving it by mail, where your matter cannot be responded to sooner by phone contact.

11.4 Leaks and faults assistance

In the event of a leak or break to our water main, a **wastewater overflow**, an **unplanned interruption** to supply, or a water quality or water pressure problem, you may contact our 24-hour leaks and faults phone service on 13 20 90.

Our leaks and faults phone number is listed on your bill, in the telephone directory and on our website.

11.5 Interpreter and TTY Service

We provide an interpreter service and a TTY service for the hearing impaired at our cost.

12 If I am unhappy with the service provided by Sydney Water what can I do?

12.1 Customer complaints

If you have a **complaint** about our service or our compliance with this contract, the **Act** or **Operating Licence**, you should first contact us, either by telephone or by writing to us.

We will address your **complaint** promptly by providing:

- a telephone response within two business days where you have made contact with us and the matter cannot be dealt with immediately, or
- a written or email response within five business days where you have made a written or email **complaint** and the matter cannot be responded to sooner by phone contact.

The response will provide you with our intended course of action and/or identify when the action will be taken. We will also provide the name of a contact person for follow up **enquiries**.

12.2 Complaints review

If you are not satisfied with the solution offered or action taken by us, you may have the **complaint** reviewed by a Sydney Water manager.

The manager will:

- clarify your **complaint** and the outcome sought
- ensure that the **complaint** has been properly investigated
- advise you of the estimated timeframe for our proposed action
- inform you of the outcome of the manager's review
- outline the relevant facts and regulatory requirements where appropriate
- indicate what we will do to address the issue, and
- notify you of your rights to external review if you are still not satisfied with our decision.

12.3 Resolution of complaints

A **complaint** will be considered resolved if we provide you with a response:

- that resolves the dispute to your satisfaction or indicates how the dispute will be resolved to your satisfaction
- that provides an explanation of the relevant policy and/or regulatory requirements and why no further action is proposed in relation to the dispute
- that provides a date when the issue will be resolved if the **complaint** relates to future planned operational or capital work, or

- (a) where 28 business days have passed since we provided you with a response and you have not sought a further review by us or lodged a claim in an external dispute resolution forum.

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

- within those 28 business days you have requested an extension, or
- after the 28 business days you demonstrate that, because of special circumstances, you were unable to seek an extension within the 28 business days.

Where a further communication from you or your representative is received, this shall be regarded as a new **enquiry** or **complaint**.

12.4 External dispute resolution

You have the right to seek external resolution of a dispute that has not been resolved by us to your satisfaction.

12.4.1 The Energy and Water Ombudsman, New South Wales (EWON)

You have the right to refer a **complaint** or dispute arising under this contract to **EWON**. **EWON** is an independent dispute resolution body that can investigate and resolve disputes you have with us under this contract. **EWON** will work with us and you to find a fair and reasonable outcome.

Disputes that may be referred to **EWON** include disputes about supply of **utility services**, your bill, credit or payment services, **restriction** or **disconnection**. Full details are available from **EWON**.

All our **customers** have the right to contact **EWON** at any time for independent advice and assistance. However, you are encouraged to contact us first to allow us the opportunity to resolve the issue.

EWON's services are available to you without cost.

EWON's contact details	
Free call	1800 246 545 (Fees may apply for some mobile phone users. You can request that EWON call you back).
Online	www.ewon.com.au
Free Fax	1800 812 291
Free Post	Reply Paid 86550 Sydney South NSW 1234
In Person	Level 11, 133 Castlereagh Street Sydney NSW 2000 (Please call first on 1800 246 545 to make an appointment)
Interpreter Service	131 450
National Relay Service	133 677

12.4.2 NSW Civil and Administrative Tribunal (NCAT)

The **NCAT** may hear and determine consumer claims relating to services supplied by us under this contract.

12.4.3 Other legal avenues

You may also have recourse to the courts.

13 Consultation, information and privacy

13.1 Involving customers in service planning

To enable community involvement on issues relevant to our programs, services and decision-making processes, we have a **Customer Council**.

Further information on the role and functions of the **Customer Council** may be obtained on our website or by contacting us.

13.2 Providing information

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

13.3 Privacy

We will treat your **personal information** according to the applicable provisions of the *Privacy and Personal Information Protection Act 1998* (NSW) and the *Health Records and Information Privacy Act 2002* (NSW).

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

Privacy **enquiries** and **complaints** may be directed to our Privacy Coordinator, or to the NSW Privacy Commissioner.

14 When does this contract with Sydney oh Water terminate?

14.1 Termination of this contract

This contract (or the applicable parts of this contract) will terminate between you and us if you cease to be covered by this contract (or those parts of this contract) as described in clause 2.2.

The termination of this contract does not affect any rights or obligations of you or us that accrue prior to termination.

If this contract (or the applicable parts of this contract) terminates (or terminate) because you have requested that some or all of the **utility services** that we provide to your **property** be transferred to a supplier licensed under the **WIC Act**, we will comply with the Transfer Code of Conduct established under that Act to effect the transfer.

14.2 Variation of this contract

We may vary this contract with approval from the Governor and as permitted by the **Act** as follows:

- a notice identifying a variation to this contract (other than for variations of charges and fees) will be published in a daily newspaper circulating in the **area of operations** and on our website and as required by the **Act** at least six months before the variation becomes effective, or a shorter period of notice approved by the **Minister**, and
- a copy of the notice will also be given to each **customer**.

This requirement to obtain approval from the Governor and to give notice of variations to the terms of the contract does not apply to variations to fees and charges made in accordance with a determination by **IPART**. Variations to charges and fees will be published in accordance with clause 4.10.

Information on all variations to this contract will be made available on our website or provided to you on request and will otherwise be made available to you in accordance with the **Act** and our **Operating Licence**.

15 Definitions and interpretation

15.1 Definitions

Term	Definition
Act	<i>Sydney Water Act 1994</i> (NSW).
Area of operations	The area of operations specified in section 10 of the Act , a description of which is set out in Schedule A of the Operating Licence .
Australian Consumer Law	the Australian Consumer Law, as set out in Schedule 2 to <i>the Competition and Consumer Act 2010</i> (Cth).
Australian Drinking Water Guidelines	the document entitled <i>Australian Drinking Water Guidelines 2011</i> published by the National Health and Medical Research Council and the Natural Resource Management Ministerial Council.
Australian Guidelines for Water Recycling	The document entitled <i>Australian Guidelines For Water Recycling: Managing Health and Environmental Risks (Phases 1 and 2)</i> 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.
Backflow prevention containment device	A device to prevent the reverse flow of water from a potentially polluted source into the drinking water supply system.
BASIX	The NSW Government's Building and Sustainability Index, which applies to all new homes and some renovations.
Charging period	Any period for which your bill was calculated.
Combined service	A single water connection to our water supply system used to provide both firefighting and domestic water needs.
Commencement date	Is the Commencement Date of Sydney Water's Operating Licence
Commercial tenant	A person who occupies commercial premises under a tenancy agreement and is not a private residential tenant .

Term	Definition
Complaint	An expression of dissatisfaction made to or about Sydney Water related to its actions, products, services, staff or the complaint handling process itself, where a response or resolution is explicitly or implicitly expected or legally required.
Customer	Has the meaning given in clause 2.2
Customer Council	A customer council established by us under section 15 of the Act and clause 6.6.2 of the Operating Licence .
Data logger	A device that electronically measures water use. An owner may retrofit this device to the meter when they want up-to-date information on their water use.
Declared stormwater drainage area	An area declared to be a stormwater drainage area as set out in Schedule 1 of <i>the Sydney Water (Stormwater Drainage Areas) Order 2011</i> .
Dirty water	Has the meaning given in clause 7.2.
Disaster event	A major event affecting a significant portion of our water system or wastewater system that was caused by events outside our control such as a natural disaster (e.g. tsunami or earthquake) or a terror event, the risks of which we could not reasonably have mitigated.
Disconnection	The stopping (either temporarily or permanently) of our supply of services to your property .
Drinking water	Water intended primarily for human consumption but which has other personal, domestic or household uses such as bathing and showering.
Enquiry	A written or verbal approach by a customer which can be satisfied by providing written or verbal information, advice, assistance, clarification, explanation or referral about a matter.
EWON	The Energy & Water Ombudsman NSW.
Extended private service	You have an extended private service if we have classified it as such for one of the following reasons:

Term	Definition
	<ul style="list-style-type: none"> • your water meter is a long way from the property • access to your property is from a minor lane or road that does not have a water main, or • there are no hydrants along the access road to your property (indicating there may be no water main). <p>An extended private service may serve a single property or multiple properties.</p>
Fire service	A water service constructed to meet fire protection requirements under building or fire codes and standards. Combined services are considered to be fire services .
Low water pressure	Has the meaning given in clause 7.2.
Maintenance	Includes repairs, replacement and, where relevant, testing and inspection.
Meter	The device used to measure water use. This includes any remote reading equipment and associated wiring, power, data logging and servicing equipment. If a customer receives recycled water from us, he or she will have separate meters for drinking water and for recycled water .
Minister	The Minister responsible for administering those provisions of the Act relating to Sydney Water's Operating Licence .
NCAT	The NSW Civil and Administrative Tribunal.
Non-residential customer	A customer who is not a residential customer , private residential tenant or commercial tenant .
NSW Health	The New South Wales Ministry of Health.
Operating Licence	The licence granted to Sydney Water under section 12 of the Act or any renewal of it, as in force for the time being.
Owners Corporation	The collective group of owners of a strata plan.

Term	Definition
Payment arrangement	An arrangement between Sydney Water and a customer to pay their bill by instalments, in advance or in arrears.
Payment difficulty	A situation where a customer is willing but unable to pay all or some of the bill by the due date.
Personal information	Any information or opinion held by Sydney Water about an individual that relates to the supply of services by Sydney Water, from which the individual's identity is apparent or can be reasonably ascertained from the information or opinion.
Planned interruption	An event which, in relation to a property : <ul style="list-style-type: none"> commences when the supply of water at the first water tap of the property is interrupted following receipt by the customer or any person who consumes or uses utility services (including a tenant or occupier) of a prior water interruption notice from Sydney Water, and ceases when a normal supply of water is restored.
Plumbing Code of Australia	The <i>National Plumbing Code of Australia</i> as produced by the Australian Building Code Board.
Point of connection	Where the privately owned service from a property connects to our water system, wastewater system or stormwater drainage system . Refer to the diagrams in Appendix B.
Pressure sewerage equipment	All equipment that collects wastewater in a tank installed on a private property . The equipment includes a pressure sewerage pump, collection tank and cover, alarm control panel, electrical connections and ancillary equipment. The pump located inside the tank grinds the wastewater into a slurry and pumps it from the private property to our wastewater system .
Private joint service	A private joint water or wastewater service exists when a private pipe serves more than one property, but there is a single connection to our main.
Private residential tenant	A person who occupies premises under a residential tenancy agreement, excluding premises managed by a social housing provider .

Term	Definition
Property	Any real property that is connected to, or for which a connection is available to, our water supply system or our wastewater system or is within a declared stormwater drainage area or within the Rouse Hill stormwater catchment area . This also includes strata titled properties.
Property boundary	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	<p>Has the meaning given in the Operating Licence.</p> <p><i>[Note: The meaning given in the Operating Licence refers to certain identified properties that are affected by recurring low water pressure and are located in one of the following areas:</i></p> <ul style="list-style-type: none"> • <i>Kurrajong</i> • <i>North Richmond</i> • <i>Horsley Park</i> • <i>Bass Hill</i> • <i>Buxton, or</i> • <i>Denham Court.]</i>
Rainwater	Water or ice that falls from the sky to the earth but excludes water that is collected in a rainwater tank for use on your property .
Recycled water	Water that, upon appropriate treatment, is suitable for its intended re-use application.
Recycled water area	A community supplied with recycled water through a pipe network separate from that part of our water system used to supply drinking water .
Residential customer	A customer who owns a property that is used as a principal place of residence.
Restriction	A direct action taken by us in order to reduce flow to your property .

Term	Definition
Rouse Hill stormwater catchment area	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 , as in force from time to time.
Service charge	A charge that applies to customers for being: <ul style="list-style-type: none"> connected to our water system, and/or connected to our wastewater system, and/or within a declared stormwater drainage area or the Rouse Hill stormwater catchment area.
Sewer mining	The process of tapping into a wastewater pipe (either before or after the wastewater treatment plant) and extracting wastewater that is then treated and used as recycled water .
Social housing provider	Any of the following: <ul style="list-style-type: none"> the New South Wales Land and Housing Corporation the Aboriginal Housing Office an organisation registered under Part 5 of the <i>Aboriginal Housing Act 1998</i> (NSW), and a registered community housing provider.
Stormwater drainage system	The stormwater drainage channels, land for drainage, pipes, detention structures, and stormwater quality improvement devices and other equipment for the provision of stormwater services .
Stormwater services	The services we are permitted to provide by the Operating Licence and any applicable law in respect to providing stormwater drainage systems .
Trade waste	Any liquid, and any material contained in any liquid, that: <ul style="list-style-type: none"> is produced at a property in the course of non residential activity 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 4.9 is produced or stored on, or transported by, any vehicle (including, without limitation, motor vehicles, planes, boats and trains) is comprised of waste from a portable toilet or septic tank, or

Term	Definition
	<ul style="list-style-type: none"> is comprised of run-off from land that is contaminated within the meaning of section 5 of the <i>Contaminated Land Management Act 1997</i> (NSW). <p>You may know the term trade waste as 'trade wastewater'.</p>
Unplanned interruption	<p>An event which, in relation to a property:</p> <ul style="list-style-type: none"> commences when the supply of drinking water at the first cold water tap of a property is interrupted without the customer having received prior notice of that interruption from Sydney Water, and ceases when a normal supply of drinking water is restored.
Utility service	<p>Means, as applicable:</p> <ul style="list-style-type: none"> a water supply service (including a fire service or combined service) a wastewater service, and/or a stormwater service.
Wastewater	<p>Also known as sewage, wastewater includes the water you flush down your toilet, water that drains from your shower, bathtub, sink, washing machine and other sources.</p>
Wastewater overflow	<p>The discharge of untreated or partially treated sewage from:</p> <ul style="list-style-type: none"> any part of Sydney Water's wastewater system, or any part of your wastewater system where the cause of the discharge is a problem with Sydney Water's wastewater system.
Wastewater service	<p>The service we are permitted to provide by the Operating Licence and any applicable law in respect to:</p> <ul style="list-style-type: none"> providing a wastewater system, and disposing of wastewater.
Wastewater system	<p>The wastewater pipes and treatment plants and other equipment that we provide, manage, operate and maintain under the Act to provide wastewater services and disposal of wastewater. This includes 3 types of wastewater systems - pressure sewerage, gravity and vacuum.</p>

Term	Definition
Wastewater usage discharge factor	A measure of the volume of wastewater discharged to our wastewater system expressed as a percentage of water delivered to a property via all Sydney Water meters .
Water supply service	The services we are permitted to provide by the Operating Licence and any applicable law in respect to storing and supplying water.
Water system	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.
WIC Act	The <i>Water Industry Competition Act 2006</i> (NSW).
Your wastewater system	Has the meaning given in clause 8.2.
Your water system	Has the meaning given in clause 8.1.

15.2 Interpretation

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.

A business day is a day other than a Saturday, Sunday or public holiday in New South Wales.

The singular includes the plural and vice versa.

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

A 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.

A reference to we, our or us means Sydney Water Corporation, established under the **Act**, including its officers, employees, agents and contractors.

A reference to you or yours means our **customers**.

A reference in this contract to:

- any person that is reconstituted or renamed will be a reference to that person as reconstituted or renamed, and
- any person that is replaced by, or who has his or her powers or functions transferred to, another person will be a reference to that other person.

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 8.4 of this Customer Contract.

A.1 Pressure sewerage equipment owned by you

You may only connect your **pressure sewerage equipment** to our **wastewater system** with our written permission.

You must maintain a collection tank that can safely store **wastewater** before you pump it to our **wastewater system**.

You must manage your collection tanks and pumps 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**.

You must install an isolation valve at the **point of connection** to our **wastewater system**, so that we can disconnect **your wastewater system** if required.

We may disconnect **your wastewater system** if:

- your **pressure sewerage equipment** causes overflows, unacceptable odours or leaks in our **wastewater system**, or
- your pumped **wastewater** causes our **wastewater system** to corrode.

A.2 Pressure sewerage equipment owned by us

You may only connect to our pressure sewerage equipment with our written permission.

Before we provide our written permission, your **wastewater system** must be inspected by a NSW Fair Trading plumbing inspector to ensure that it meets the **Plumbing Code of Australia**.

You may only use our **pressure sewerage equipment** to pump **wastewater** from a dwelling on your **property**.

You must ensure that the **pressure sewerage equipment** is connected, and remains continuously connected, to your electrical circuitry on your side of the electricity meter. You must ensure, at your expense, that your electrical circuit is suitable for the connection.

You must ensure, 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.

If the **pressure sewerage equipment** is damaged as a result of irregular or incorrect electricity supply, you:

- are liable for the costs of fixing that damage; and
- authorise Sydney Water to act as your agent to recover the repair costs from your electricity supplier.

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.

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**.

We are responsible for the cost of maintaining the **pressure sewerage equipment** arising from normal use.

You will be responsible for costs resulting from damage caused by you or the occupiers of your **property**.

Only we may maintain and repair the **pressure sewerage equipment**.

You must ensure that occupiers of your **property** are aware of the terms of this appendix and that they agree not to breach them.

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.

We may impose conditions on the relocation of our **pressure sewerage equipment** which you must comply with, and you will be responsible for all costs associated with any relocation.

You may 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**.

If we agree to disconnect your service, you must cooperate to allow us to remove our **pressure sewerage equipment** from your **property**.

B System diagrams

Figures

Figure 1: Typical water system maintenance responsibilities.

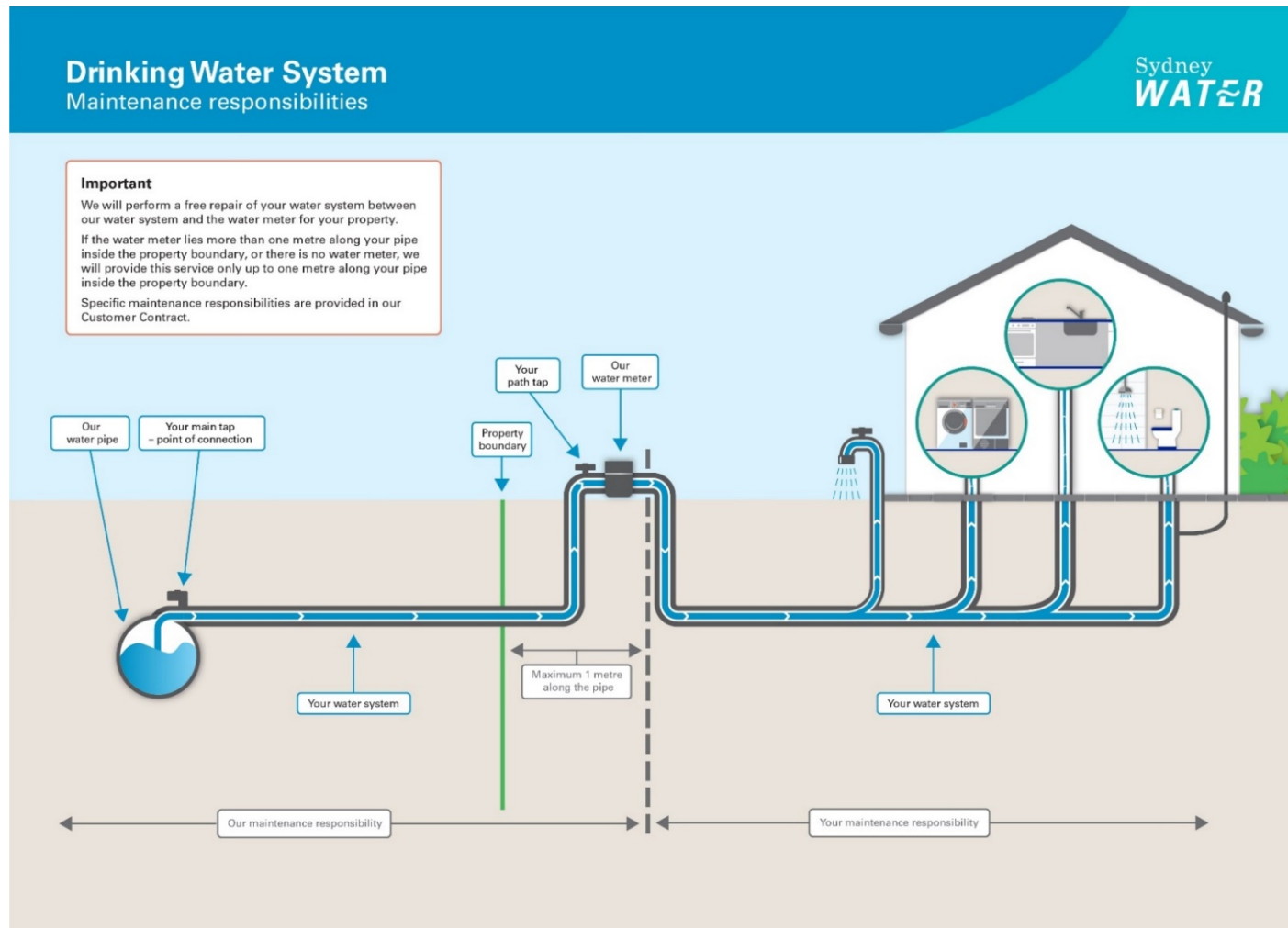


Figure 2: Typical recycled water system maintenance responsibilities

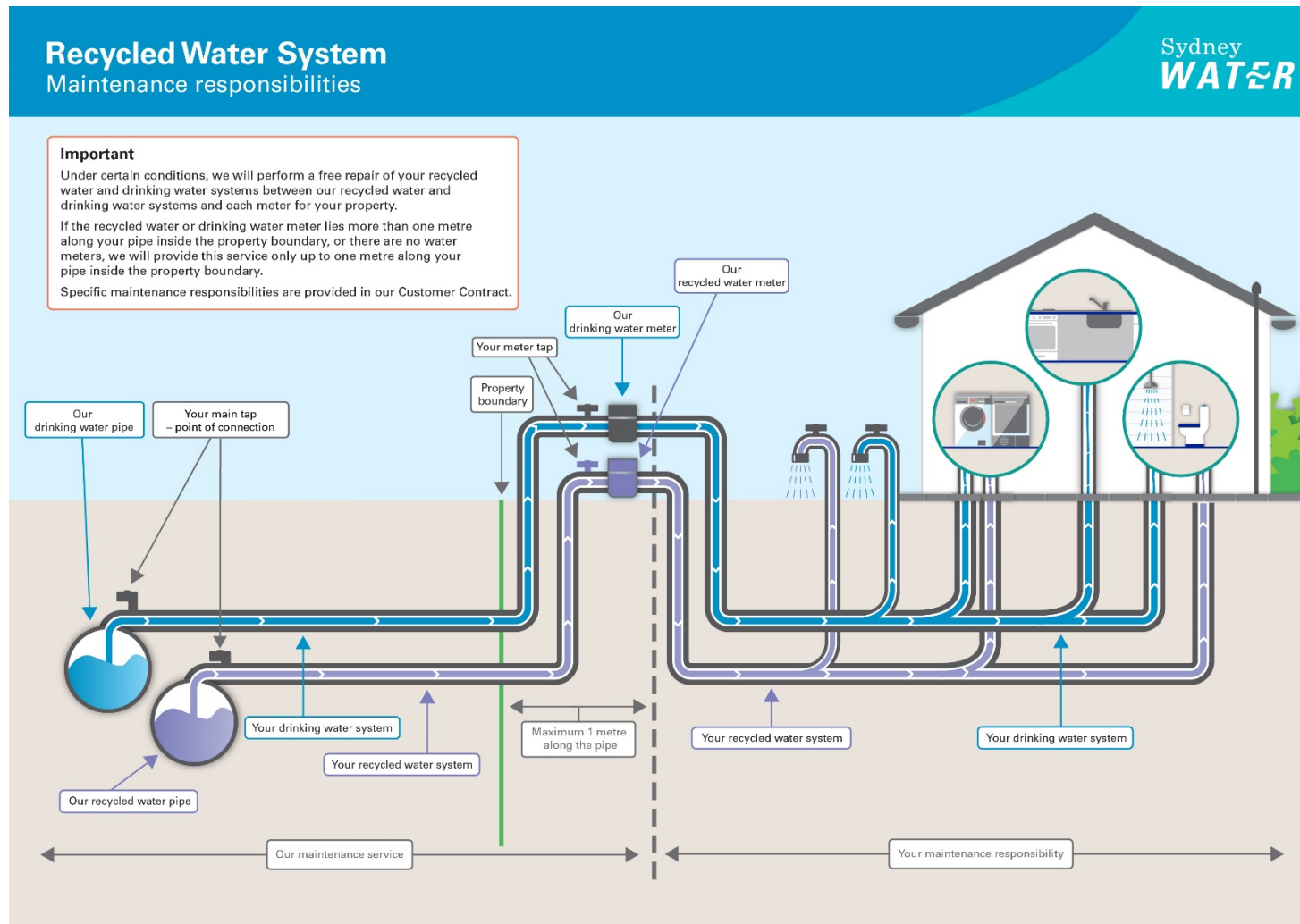


Figure 3: Typical wastewater system maintenance responsibilities – Gravity wastewater system

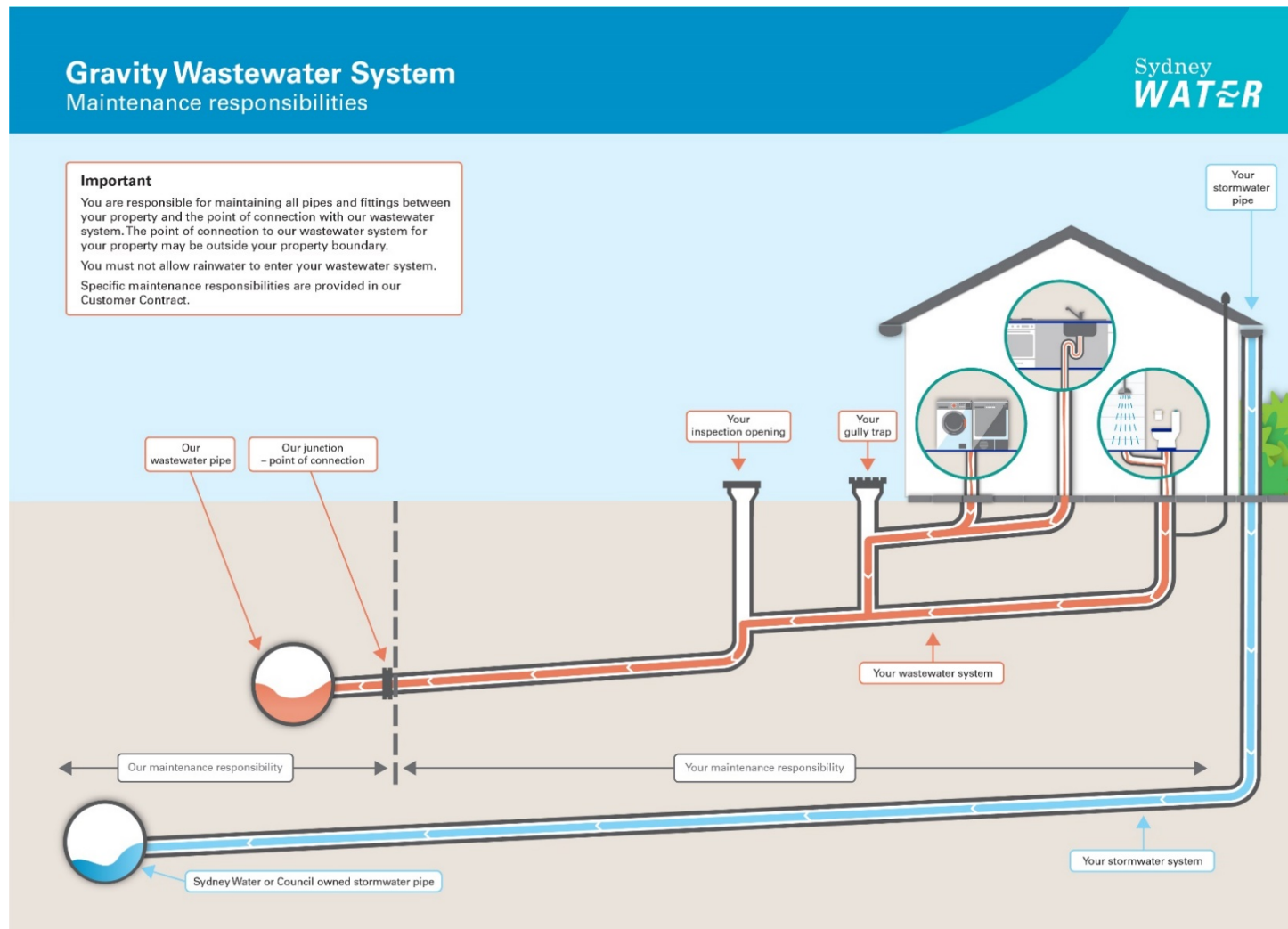


Figure 4: Typical wastewater system maintenance responsibilities – Vacuum wastewater system

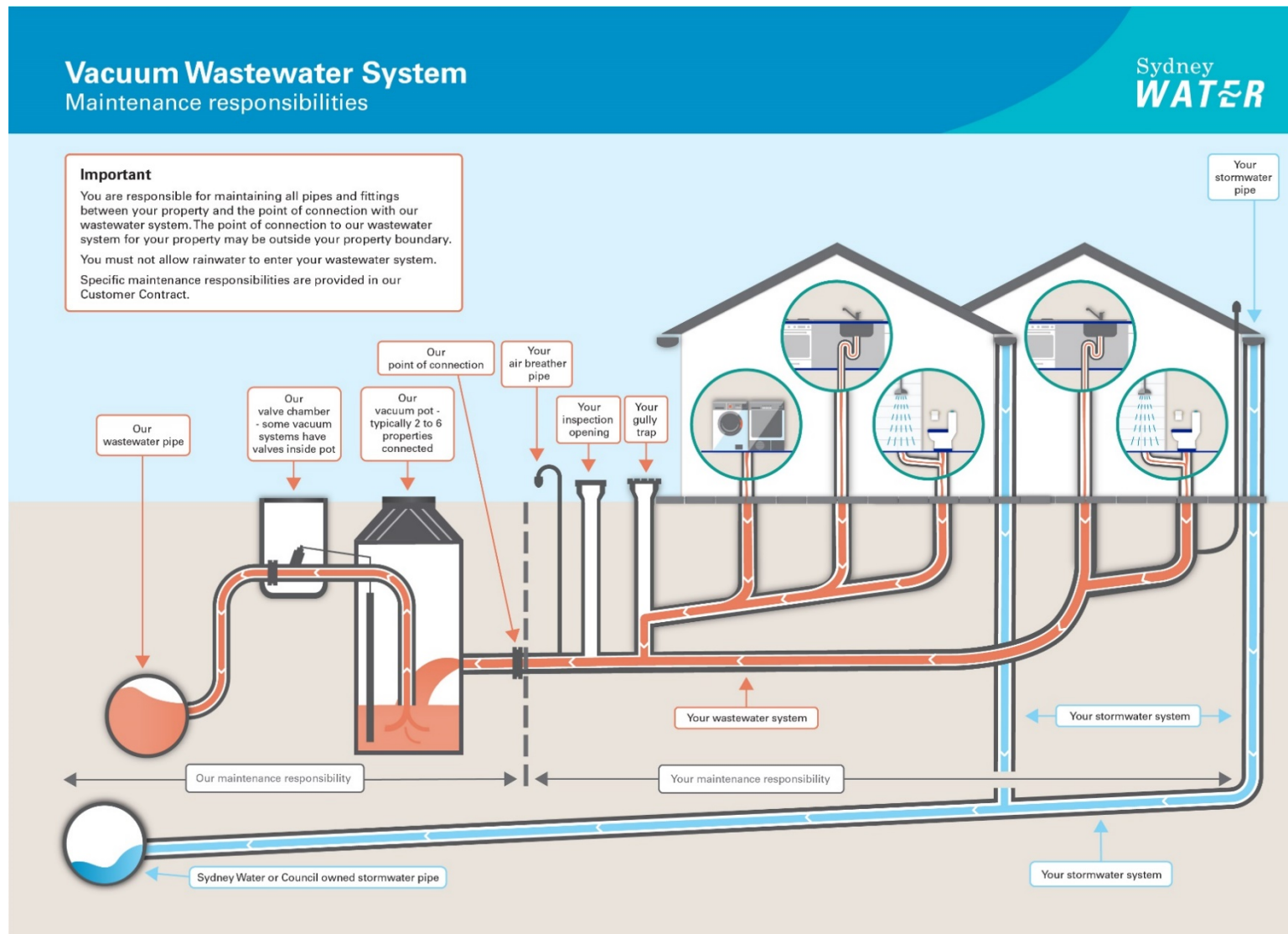


Figure 5: Typical pressure sewerage equipment maintenance responsibilities – Sydney Water owned equipment

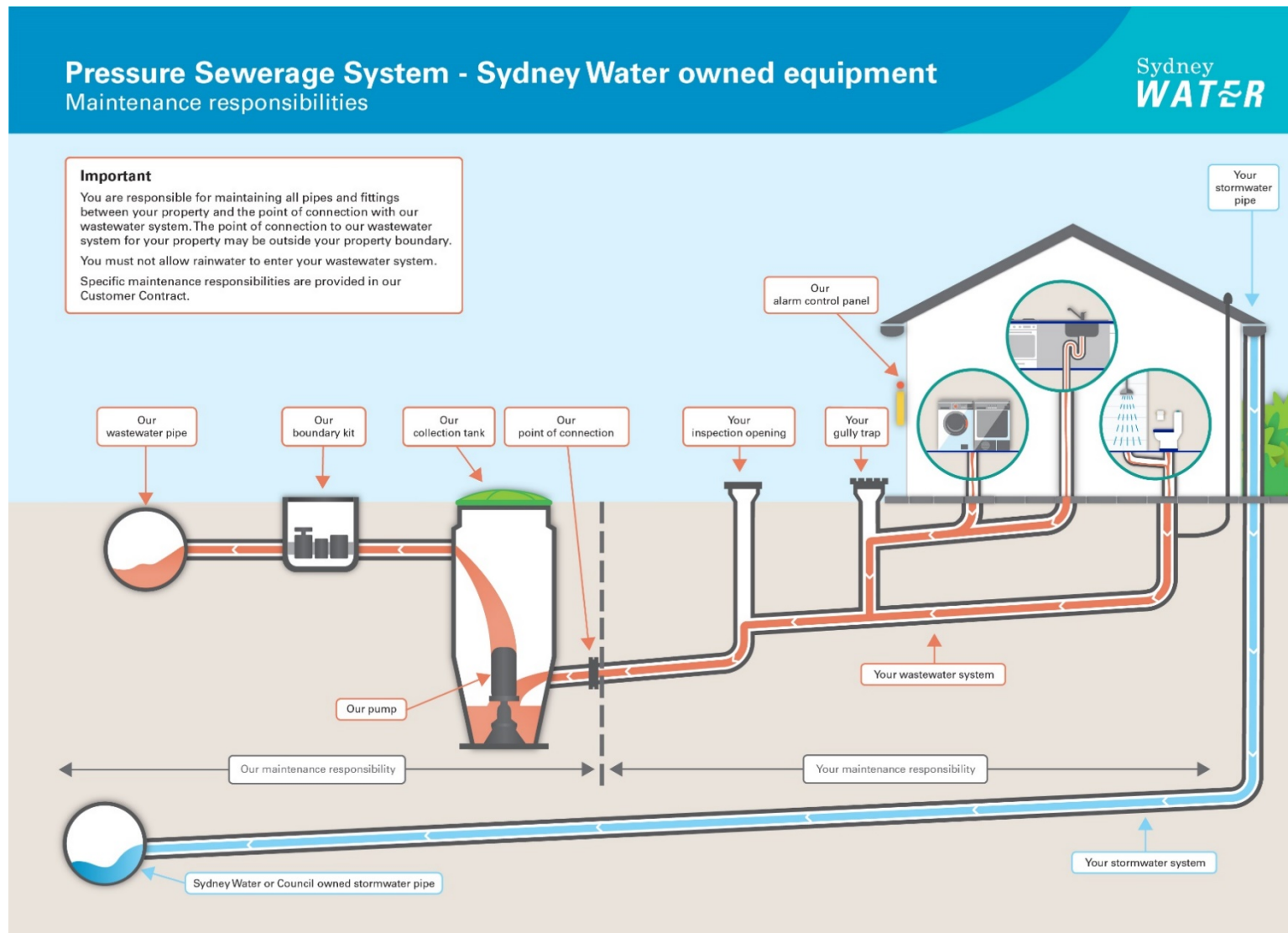


Figure 6: Typical pressure sewerage equipment maintenance responsibilities – Privately owned equipment

