

Additional Services Agreement

Part 2: General Terms and Conditions

General Terms and Conditions

Foreword

Sydney Water provides Water, Wastewater, 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.

Under the *Sydney Water Act 1994* (NSW) and Sydney Water's Operating Licence, Sydney Water's Customer Contract applies to certain basic Services, such as water, Wastewater, and stormwater drainage. The Customer Contract outlines the rights and obligations of a customer under that contract, in relation to those basic Services.

This Additional Services Agreement applies to certain Services that are not covered by the Customer Contract. Usually, these Services are additional to, and more complex than, the basic Services covered by the Customer Contract.

The Information Schedule, which sets out Your details and forms part of this Additional Services Agreement, describes the types of Services that may be provided to You by Sydney Water, and indicates whether each Service is covered or is not covered by this Additional Services Agreement. Further information about the Services to which this Additional Services Agreement applies is in clause 12.1 of these General Terms and Conditions. The Information Schedule should be read together with these General Terms and Conditions, and the Schedule of Our Requirements, available at sydneywater.com.au.

1 Introduction

1.1 Definitions

Some of the words used in this Additional Services Agreement have a special meaning. These words are capitalised in this Additional Services Agreement and their meanings are set out in the definitions in clause 12.1 of these General Terms and Conditions.

1.2 Understanding this Additional Services Agreement

Clause 12.2 of these General Terms and Conditions has a number of provisions that may help You interpret this Additional Services Agreement.

2 What is the Additional Services Agreement and when does it commence?

2.1 What is an Additional Services Agreement?

This Additional Services Agreement is between Us (Sydney Water) and You (the customer).

This Additional Services Agreement provides the terms under which We provide the Services to You and Your rights and obligations under the Additional Services Agreement, including Your rights in any Dispute with Us.

You must comply with the terms and conditions of this Additional Services Agreement as a requirement of remaining connected to our Services.

This Additional Services Agreement is legally enforceable.

2.2 When does this Additional Services Agreement commence?

You agree that this Additional Services Agreement will be binding as soon as any of the following occurs:

- You receive the Services from Us;
- You receive an industrial or other consent from Us relating to the Services;
- You contact Us in connection with the Services supplied to You; or
- You begin performing Your obligations under this Additional Services Agreement.

3 The Services

3.1 Supplying the Services

We will supply the Services to You, according to the details of this Additional Services Agreement.

3.2 Your obligations in relation to the Services

In addition to Your obligations under these General Terms and Conditions, where the Services include:

- Water Services, You must meet the requirements in Part A of the Schedule of Our Requirements;
- Wastewater Services, You must meet the requirements in Part B of the Schedule of Our Requirements; and
- Stormwater Services, You must meet the requirements set out in Part C of the Schedule of Our Requirements.

3.3 Factors affecting the Services

3.3.1 Repairs and Maintenance

If We do any work on or next to Your Property, We will leave the affected area and immediate surrounds as near as possible to how it was before the works were done, unless We have agreed to a different arrangement with You.

3.3.2 Unplanned interruptions

If there is an unplanned interruption to Your Water 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. This telephone service will advise You how long the interruption is likely to last, and how to obtain supplies of water, where applicable;
- providing access to emergency supplies of water where reasonably practicable and necessary having regard to the particular circumstances.

3.3.3 Planned interruptions

We may need to arrange planned interruptions to Your Water Services and Wastewater Services to allow for planned or regular Maintenance of Our Water Systems 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 in one continuous period.

3.3.4 Water restrictions

At the discretion of the Minister or Government, We may interrupt or limit Water Services to You or place conditions on water use. You must comply with the supply conditions during this time.

We will publish in major newspapers throughout Our area of operation and on Our website supply conditions. These 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 account of supply conditions.

3.4 Modifying the Services

If You wish to modify Your connection to the Services, You must first do both of the following:

- apply to Sydney Water for the modification at connections@sydneywater.com.au; and
- receive Our written permission.

If We permit a modification, We will notify You of any changes to this Additional Services Agreement and any other arrangements that We consider necessary.

4 Paying for the Services

4.1 Accounts

We will issue You accounts for the Charges that You must pay for Our Services.

Where You also receive services under the Customer Contract, We may include Your account for the Services covered by this Additional Services Agreement in any account You receive under the Customer Contract.

4.1.1 When will Your account be sent?

We will send residential customers an account on a quarterly basis, unless otherwise agreed.

We may send non-residential customers an account on a monthly basis, if they have high water use and Wastewater disposal.

4.1.2 How are accounts sent?

We will send Your account to the postal address You nominate. If You don't nominate a postal address, We will send the account to:

- the Property to which the services are available or provided; or
- Your last known postal address.

On Your request, We may send Your account electronically. Your account will be considered delivered to You, if it is sent by any of these means.

4.1.3 How can You pay?

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

4.1.4 Overdue account balances

We may charge You interest on overdue account balances at the rate set under the Act.

4.1.5 Undercharging

If Your account states less than You are actually required to pay Us (that is, We have undercharged You) due to Our error, We may adjust Your next account, to charge the undercharged amount as a separate item.

If the undercharging is due to You providing false information or there has been an unauthorised connection or You have breached this Additional Services Agreement or the Act, You must pay the correct amount on request. We will state the amount You must pay, as a separate item in Your next account.

4.1.6 Overcharging

If Your account states more than You are actually required to pay Us (that is, We have overcharged You) due to Our error, We will credit Your next account after We become aware of the error.

4.1.7 Account Disputes

If there is an unresolved Dispute about how much You need to pay, We will not seek the money from You, until the Dispute has been resolved in Our favour.

You are obliged to pay the undisputed amount by the due date.

4.1.8 Responsibility to pay for the services

You must pay Us for the Services by the date specified on the account that You receive from Us.

4.2 Charges

We will publish, and provide You up to date information on Our charging policies and current Charges. We will provide this information to You on request.

4.2.1 Wastewater usage charge

The Wastewater usage charge will apply to You if You are a non-residential customer. We determine the Wastewater discharge factor used to calculate Wastewater service charges.

If We vary a discharge factor, the revised charge will apply from the beginning of the next billing period. We will notify You of any change to Your discharge factor.

4.2.2 How prices are determined

We may vary Charges from time to time, but only in line with Our Operating Licence, the Act and the maximum prices, guidelines and methodologies determined or issued by IPART.

4.2.3 Notifying You of price variations

We will publish any variations to Our Charges and provide details on Your account. The variation will commence on:

- the first day of the next quarter; or
- any other date We nominate, after We have published the change.

4.3 Other costs and Charges

4.3.1 Dishonoured or declined payments

If payment of Your account is dishonoured or declined, We may charge You the dishonoured or declined payment fee set by IPART.

We may refuse to accept personal cheques for a specific payment, where two dishonoured cheques have been provided. We may refuse future payments by personal cheques from You, if You have a history of presenting cheques that are dishonoured.

4.3.2 Costs for installing and connecting services

You must pay the installation costs of a connection from Your Property to Our Water Systems, Wastewater System or Stormwater System.

We must approve any connection to Our Water Systems, Wastewater System or Stormwater System and the connection must meet all the conditions We set, to ensure the safe and reliable supply of Services. You must ensure that an accredited installer, licensed plumber or drainer does the connection following all plumbing, drainage or other regulations or standards that apply.

4.3.3 Charges for other matters

We may charge You a fee for any other Services You request from Us. You should contact Us for further details of any ancillary service charges.

We may also charge You other fees, Charges and amounts, where We are entitled to do so under the Act.

4.4 Payment difficulties and account relief

If You are experiencing financial hardship You should contact Us and We will provide You with information about schemes available to assist You. We will make all reasonable effort to provide assistance to You.

If You are experiencing financial hardship, You have the right to:

- be treated sensitively by Us, on a case by case basis;
- receive information from Us on alternative payment arrangements;
- defer payment for a short period of time;
- negotiate an amount You can afford on an agreed instalment plan. If You are a non-residential customer, We will base these arrangements on reasonable commercial considerations and market conditions; and
- access to a language interpreter, if required, at no cost to You.

4.5 GST

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

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

Despite any other provision in this Additional Services Agreement, if Sydney Water supplies a product or Service related to this Additional Services Agreement which is subject to GST (unless the supply is specifically described in this Additional Services Agreement as 'GST inclusive') You must pay Sydney Water the same amount of GST that We have had to pay on that supply, without

set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.

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

5 The Property

5.1 Access to the Property

You must ensure that We have safe access to the Property to:

- maintain Our systems;
- ensure You and the occupiers of the Property are complying with this Additional Services Agreement; and
- carry out inspections relating to the Services.

5.2 Notice of access

We will give You, or the occupier of Your Property, two days written notice stating the date, and approximate time We will enter Your Property, unless You agree to less notice.

We will not give You written notice if:

- We require entry urgently;
- We are there 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; or
- We are doing a general Property inspection, such as Meter, plumbing or a Backflow Prevention Containment Device inspection.

5.3 Impact on Your Property

If We enter Your Property We will ensure that We:

- cause as little disruption or inconvenience to You as possible;
- remove any rubbish and equipment We have brought on to the Property; and
- leave the Property, as near as possible, in the same condition that We found it on entry, unless otherwise agreed.

You may be entitled to compensation from Us under the Act, if We cause any damage to Your Property by entering.

5.4 Occupiers

You must ensure that occupiers of the Property are aware of the requirements of this Additional Services Agreement and that they not do anything that will cause You to breach it. You are responsible for the acts and omissions of the occupiers of Your Property as though they were Your acts and omissions.

5.5 Transferring the Property

If You intend to transfer the Property, including by selling or assigning Your interest in the Property, You:

- must notify Us in writing as soon as You know You are going to transfer the Property;
- must tell the Incoming Owner, in any transfer documents, about the existence and terms of this Additional Services Agreement;
- must require as conditions of the transfer that, if the Incoming Owner accepts or uses any of the Services:
 - Your ownership of, or rights or interests in, any Extended Private Service is transferred with the Property to the Incoming Owner; and
 - the Incoming Owner will be taken to have accepted the terms and conditions of this Additional Services Agreement, and this Additional Services Agreement will be binding on the Incoming Owner, in the circumstances described in clause 2.2; and
- remain liable to Us under this Additional Services Agreement in relation to the Property, until the Incoming Owner is bound by this Additional Services Agreement (without limiting clause 8.4).

6 Laws and safety

6.1 Complying with laws, Approvals and standards

You must:

- obtain all Approvals necessary for the supply of the Services, except for those that Sydney Water tells You We will get for You; and
- comply with the requirements of all laws, standards, codes and Approvals that apply to the Services and this Additional Services Agreement.

6.2 Work Health and Safety (WHS)

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

So far as is reasonable, You must ensure:

- the health and safety of Workers and persons at the Workplace including anyone working there, whether or not they are engaged by You;
- that the Property is free from risks to health and safety to Workers and anyone else;
- that all plant, structures and substances at the Workplace are free from risks to health and safety;
- the safe use of all plant, structures and substances at the Workplace; and
- You participate, and any of Your staff participate, in any investigation carried out by Sydney Water about any Workplace incident that is notifiable under a WHS Law, in connection with performing the Services.

This may include:

- providing Sydney Water with the names and details of all of the staff and Workers who were involved in the incident;
- ensuring that Sydney Water has immediate unrestricted access to, and cooperation by, all of the relevant staff;
- ensuring that all of the relevant staff promptly provide any written or oral statement as is reasonably required by Sydney Water; and
- providing immediate access to Your records as Sydney Water reasonably requires.

The parties acknowledge that, before performing any part of the Services, Sydney Water may:

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

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

6.3 Indemnity

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

7 Information and privacy

7.1 Providing information

We will respond in quickly and honestly to requests for information that are consistent with normal commercial practices and relevant legislation, including the *Government Information (Public Access) Act 2009* (NSW).

7.2 Audit

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

You agree:

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

7.3 Privacy

We will treat Your personal information according to the provisions of the *Privacy and Personal Information Act 1998* (NSW).

To the extent permitted by law, We may exchange information about Your credit worthiness, standing, history or capacity with credit reporting agencies, other credit providers, other suppliers, or Our agents, contractors and franchisees.

We may recover from You Our reasonable costs associated with debt recovery under this Additional Services Agreement.

8 Terminating this Additional Services Agreement

8.1 Termination by You

You may terminate this Additional Services Agreement by giving 28 days written notice to Sydney Water.

8.2 Termination by Sydney Water

We may terminate this Additional Services Agreement:

- at any time, if Your Extended Private Service or related works have or may cause material damage to any Sydney Water asset;
- upon 28 days written notice to You, on the basis of Our own decision in Our absolute and sole discretion;
- if You fail to meet a material obligation of this Additional Services Agreement and that failure has not been remedied within 15 days after We notify You of the failure in writing; or
- immediately, if You:
 - take any steps towards or are placed in liquidation;
 - take any steps towards or are made bankrupt or have a receiver, official manager, administrator or receiver and manager appointed;
 - enter into any arrangement with creditors due to (in Our opinion) financial difficulties affecting You;
 - cease to operate as a business or company or partnership in the form it was at the date of this Additional Services Agreement (but We may re-negotiate an agreement with any restructured entity); or
 - fail to pay Your account for the Services under this Additional Services Agreement, by the required date.

8.3 Requirements on termination

On terminating this Additional Services Agreement for any reason, You must:

- cease to receive the Services;
- take all necessary steps at Your cost, and to Our satisfaction, to help Us Disconnect or restrict Your access to the Services; and
- immediately pay Us any Charges and other monies owing to Us, in connection with the Services and this Additional Services Agreement.

8.4 Effect of termination

Terminating this Additional Services Agreement does not affect any rights or obligations of You or Us that accrue before termination.

On disconnecting the Property, We may recover any equipment We installed on the Property and may continue to charge You a service charge.

9 Liability

9.1 Limitation of liability

The only promises We make about the goods and Services We provide under this Additional Services Agreement, and the only conditions, warranties and guarantees included in this Additional Services Agreement are those:

- set out in this Additional Services Agreement; and
- that the law (for example the Australian Consumer Law) says apply to the Services or this Additional Services Agreement.

However, where We are liable to You because of a breach of a guarantee, condition or warranty that the law says applies to this Additional Services Agreement, Our liability is (to the extent permitted by law and to the extent that We supply goods or Services that not of a kind ordinarily acquired for personal, domestic or household use or consumption), limited to:

- replacing the goods or resupplying the Services to which the breach relates; or
- at Our option, paying You the cost of replacing those goods, or supplying the Services again.

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

9.2 Indemnity and liability

If You fail to meet Your obligations under this Additional Services Agreement You will cover Us for any and all costs, expenses, (including legal costs and expenses), claims, liability, loss or damage that We incur or suffer, directly or indirectly, as a result of this failure (without limiting the other provisions of this Additional Services Agreement, and to the extent permitted by law).

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

10 Complaints and Disputes

If You have a complaint about Our Services or Our compliance with this Additional Services Agreement You should first contact Us, either by telephone, in person or by writing to Us. We will address Your complaint promptly by providing:

- a face-to-face or telephone response within two working days, where You have contacted Us face-to-face or by phone and We can't resolve the issue immediately; or
- a written or email response within five working days where You have contacted Us and the issue cannot be resolved sooner, by phone or face to face contact.

The response will tell You what We will do to resolve Your issue and when We will do it. We will also provide the name of a contact person for follow up enquiries.

10.1 Complaints review

If You are not satisfied with the solution offered or the action taken by Us, You can ask for a Sydney Water manager to review the complaint. The manager will:

- clarify Your complaint and what You want to happen;
- ensure that the matter has been properly investigated;
- indicate what We will do to address the issue;

- tell You when We will do it and how long it will take;
- tell You Our final decision;
- outline the relevant facts and regulatory requirements where appropriate; and
- notify You of Your rights to external review, if You are still not satisfied with Our decision.

10.2 Resolving Disputes

A Dispute will be considered finalised, if We provide You with a response that:

- resolves the Dispute to Your satisfaction or explains how We will do this;
- explains the relevant policy and/or regulatory requirements and why We will not take further action; and
- provides a date when the issue will be resolved, if the complaint relates to future planned operational or capital work.

We will also consider the Dispute finalised, if 28 working days have passed since You received Our response, and You have not asked Us to review Our decision or lodged a claim in an external dispute resolution forum.

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

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

If We receive further communication from You or Your representative We will regard this as a new enquiry or complaint.

10.3 External dispute resolution

You may have the right to have an external agency review the complaint, if We have not resolved it to Your satisfaction.

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

If You are a residential or small business customer, You may have the right to refer a complaint or Dispute arising under this Additional Services Agreement to EWON. EWON is an independent dispute resolution body that can investigate and resolve any disputes You have with Us under this Additional Services Agreement.

Disputes that may be referred to EWON include Disputes about supply of service, Your account, credit or payment services, restriction or Disconnection. EWON does not investigate complaints or disputes relating to trade waste services. Full details are available from EWON.

EWON's services are available to You at no cost.

You may choose whether or not to accept EWON's decision. If You decide to accept it, then it will be final and binding on Us.

10.3.2 Consumer, Trader and Tenancy Tribunal (CTTT)

The CTTT may hear and determine consumer claims relating to Services We supply under this contract.

10.3.3 Other legal avenues

You may also have recourse to the courts.

11 General

11.1 Sydney Water's statutory powers

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

11.2 Notices to Sydney Water

Any notice to Sydney Water in connection with this Additional Services Agreement must be emailed to connections@sydneywater.com.au or mailed to:

Connections Team
Sydney Water
PO Box 399
Parramatta NSW 2124

11.3 Enforceability of this Additional Services Agreement

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

11.4 Our relationship with You

This Additional Services Agreement does not create a partnership, fiduciary, agency or any other relationship between Us and You, except the relationship of contracting parties.

11.5 Governing law

This Additional Services Agreement is subject to the laws of New South Wales.

11.6 No waiver

If either party fails to ask the other party to fulfil its obligations under this Additional Services Agreement, it is not waiving its right:

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

11.7 Assignment

Subject to clause 5.5, neither party may, without Our previous written Approval (which may include terms), assign this Additional Services Agreement or any payment or other right, benefit or interest under this Additional Services Agreement.

11.8 Variation

We will notify You in writing of any variation to this Additional Services Agreement.

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

- You receive or continue to receive the Services from Us; or
- You begin performing Your obligations under the varied agreement.

12 Definitions and interpretations

12.1 Definitions

Act	<i>Sydney Water Act 1994</i> (NSW) and any regulations in force under it.
Additional Services Agreement	The agreement between You and Sydney Water for the Services, which is made up of the Information Schedule, the General Terms and Conditions and the Schedule of Our Requirements.
Approval	Any requirement, certificate, licence, consent, permit or approval required by any: <ul style="list-style-type: none"> • laws connected with the Services or this Additional Services Agreement; or • organisation or authority having jurisdiction over the supply of the Services.
Backflow Prevention Containment Device	A device to prevent the reverse flow of water from potentially polluted source, into the drinking water supply system.
Charges	The amount You must pay Us for the Services, as specified in the Information Schedule or as We otherwise notify You.
Connection Approval Letter	A letter, which Sydney Water issues in response to an application to connect to a service that Sydney Water offers.
CTTT	The Consumer, Trader and Tenancy Tribunal.
Customer Contract	The contract referred to in section 55 of the Act.
Disconnect	The stopping (either permanently or temporarily) of Our supply of the Services to the Property.
Dispute	A disagreement between Sydney Water and a customer or consumer that is not frivolous or vexatious.
Domestic Wastewater	Domestic Wastewater may be produced at a Property from residential activities, and includes human waste and Wastewater from residential kitchens, laundries, showers and basins.
Drought	A prolonged period of low rainfall resulting in actual or potential water shortage.
EWON	The Energy and Water Ombudsman, New South Wales.
Extended Private Service	A privately owned pipe supplying water from a main owned by Sydney Water to the Property.

Home Owner's Manual For Pressure Sewer Systems	The manual given or made available to You by Sydney Water in relation to connection of the Property to a Pressure Sewer System.
Incoming Owner	A person who You transfer the Property to or intend to transfer the Property to.
Information Schedule	Part 1 of this Additional Services Agreement.
IPART	The Independent Pricing and Regulatory Tribunal.
Maintenance	Includes repairs and replacement, and where relevant, testing and inspection.
Meter	The device used to measure the water use on the Property. This includes any remote reading equipment and associated wiring, power, plumbing and servicing equipment.
Operating Licence	The licence granted to Us under section 12 of the Act.
Pressure Sewerage System	A system where individual pumps are located in collection tanks and installed on the Property, and the Wastewater is pumped to the main Wastewater network.
Property	The Property identified in the Information Schedule at the beginning of this Additional Services Agreement.
Schedule of Our Requirements	Part 3 of this Additional Services Agreement.
Services	The Services supplied by Sydney Water to You, under this Additional Services Agreement, as identified in the Information Schedule.
Stormwater Services	The Services We are permitted to provide by the Operating Licence and any applicable law in respect to providing Stormwater Systems. This Additional Services Agreement covers the stormwater services set out in the Information Schedule, and includes those stormwater services directly connected to Sydney Water owned stormwater assets such as a pipe or channel. Stormwater services which are not directly connected to a Sydney Water asset are covered under the Customer Contract.
Stormwater Systems	The stormwater drainage channels, pipes, detention structures and stormwater quality improvement devices and other equipment that We must provide, manage, operate and maintain under the Act to provide Stormwater Services.
Sydney Water Tap in™	Sydney Water's online service where customers can apply for connections, disconnections, building plan approvals and related connection and development services.
Trade Wastewater	Any liquid, and any substances in it, which may be produced at the Property in a non-residential activity, and any vehicle transporting Wastewater, including septic effluent and Wastewater

	from ships and boats and run-off from contaminated open areas. Trade Wastewater does not include Domestic Wastewater from premises connected to Sydney Water's Wastewater system.
Wastewater	Also known as sewage, Wastewater includes the water You flush down Your toilet, water that drains from Your bathtub, sinks, washing machine and many other sources.
Wastewater Services	<p>The Services We are permitted to provide by the Operating Licence and any applicable law in relation to providing Wastewater Services and disposing of Wastewater.</p> <p>This Additional Services Agreement covers the wastewater services set out in the Information Schedule, and includes those Wastewater services which:</p> <ul style="list-style-type: none"> • receive Trade Wastewater; • do not drain by gravity to a Sydney Water owned Wastewater pipe; and <p>Wastewater services that receive residential quality discharge and drain by gravity to a Sydney Water owned sewer are covered by the Customer Contract.</p>
Wastewater System	The Wastewater pipes and treatment plants and other equipment that We must provide, manage, operate and maintain under the Act to provide Wastewater Services and dispose of Wastewater.
Water Services	<p>The Services We are permitted to provide by the Operating Licence and any applicable law in respect of storing and supplying water.</p> <p>This Additional Services Agreement covers the water services set out in the Information Schedule, and includes those water services which:</p> <ul style="list-style-type: none"> • are pressure boosted by a privately owned pump; • have requirements for individual metering of units in multi-unit buildings; or • involve using an Extended Private Service. <p>Water services which are not pressure boosted, do not have requirements for individual metering in multi-unit buildings, or are transported directly through Sydney Water owned water mains are covered by the Customer Contract.</p>
Water Systems	The water mains, pipes, treatment plants and other equipment that We must provide, manage, operate and maintain under the Act to supply and store water.
We, Our, Us or Sydney Water	Sydney Water Corporation, established under the Act, including its officers, staff, agents and contractors.
WHS Act	<i>Work Health and Safety Act 2011 (NSW).</i>
WHS Law	Those laws, approvals, standards and codes relating to work, health and safety (including the WHS Act and WHS Regulation) with respect to the Services.

	The requirements of any authority relating to work, health and safety with respect to the Services. Any directions or notices relating to work, health and safety issued by any relevant authority or any code of practice or compliance code appropriate or relevant to the Services.
WHS Regulation	<i>Work Health and Safety Regulations 2011 (NSW).</i>
Worker	The meaning given to that term in section 7 of the WHS Act.
Workplace	The meaning given to that term in section 8 of the WHS Act.
You or Your	The registered owner of the Property.

12.2 Interpretations

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

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

The singular includes the plural and vice versa.

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

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

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

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

- (a) the Schedule of Our Requirements;
- (b) these General Terms and Conditions;
- (c) the Information Schedule; and
- (d) any other document forming part of the Additional Services Agreement.