



Solo Water

Customer Contract

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Foreword

Solo Water provides water, wastewater, and recycled water services to customers in New South Wales.

The aim of Solo Water as a Retail supplier is to provide customers with a sustainable and safe supply of water. This will be achieved by providing customers with a safe recycled water supply that reduces the burden on water resources. The supply of potable and recycled water will be cost efficient and available to all customers.

The terms under which we provide (where applicable) water, wastewater and recycled water services to you are outlined within this Customer Contract. This contract also sets out your rights in any dispute with us, and the minimum standards of customer service that you can expect.

For more information about Solo Water and the services we provide visit our website www.solowater.com.au

1 INTRODUCTION

1.1 Words used in this contract

The meanings of words used in this contract are set out in the definitions in Part 15 at the end of this contract. This is to help you understand the correct meanings and may assist you in interpreting this contract.

1.2 Understanding the contract

There are a number of provisions in Part 15 at the end of this contract that may assist you in interpreting this contract.

2 WHAT IS A CUSTOMER CONTRACT AND WHO IS COVERED BY IT?

2.1 What is a Customer Contract?

This contract is between Solo Water Pty Ltd ABN [11 160 013 614](#) (us) and the customer (you). The terms under which we provide (where applicable) water, wastewater and recycled water service to you, as well as your rights in any dispute with us, are outlined within this contract.

2.2 Who is covered by this contract?

You are our customer and are covered by relevant clauses of this contract if:

- a) You are the owner of property within our area of operations and a connection point for drinking water, recycled water or sewerage has been provided to the lot; and/or
- b) You receive water, recycled water and/or wastewater services from us; and/or
- c) You receive other services from us.

2.3 What about separate agreements with us?

If you have a separate agreement with us, the terms of this contract will apply unless they directly contradict the terms outlined in the separate agreement, in which case the terms of the separate agreement will apply.

We may enter a separate agreement with you to provide different levels of service where possible. Before entering into a separate agreement with you, we will provide you with an estimate of the costs to supply you with the service requested and advise you if the service that we have agreed to provide is below the standards set out in this contract.

2.4 When does this contract commence?

This contract commences on the date when you first receive our Services, or your account is transferred to you, or your account is transferred to us from another authorised supplier, whichever is sooner.

Upon its commencement, this contract replaces any previous contract between you and us, unless there is in place another separate agreement mentioned in clause 2.3.

Any rights and liabilities that have accrued under any previous contract with us are not affected by the commencement of this contract.

You do not need to sign this contract for it to be valid.

3 WHAT SERVICES DOES SOLO WATER PROVIDE?

3.1 Drinking water supply services

3.1.1 Supply of drinking water

Solo Water will supply drinking water to a customer to meet the customer's reasonable needs except:

- a) In the insistence of planned or unplanned interruptions, under clauses 3.4.2 and 3.4.3;
- b) In the case of restrictions under clause 3.4.4;
- c) Where under clause 6 we are entitled to restrict supply; or
- d) In the case of events beyond our reasonable control.

Drinking water will be sourced from an authorised public water authority.

3.1.2 Drinking water quality

We will supply to a customer drinking water that will comply with the health, taste and odour related guidelines provided in the *Australian Drinking Water Guidelines 2011* as specified by NSW Health and any other taste and odour related guidelines as required by the *Operating Licence* issued from the NSW Independent Pricing and Regulatory Tribunal (*IPART*).

3.1.3 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 Solo Water's system. This is recognised as suitable for residential and non-residential users.

3.1.4 Health or special needs

You or your health provider must notify us in writing if you require a water supply to operate a life support machine or for other special health needs. Upon notification, we will include you on our critical customers list and we will use our reasonable endeavours to provide a continuous drinking water service to meet your reasonable needs. However, disruptions to your drinking water service are not always preventable. You should be ready to make alternative arrangements if necessary.

We will use reasonable endeavours to notify critical customer's people in advance of any planned interruption to the water supply service under section 3.4.3. In addition, we will use reasonable endeavours to contact you as soon as possible in the event of any unplanned interruption.

If you require a water supply to operate a life support machine or for other special health needs you may be eligible for an allowance on your water usage charge.

3.2 Recycled water supply services

3.2.1 Supply of recycled water

We may supply you with Recycled Water if your property is within our area of operations or where you have entered a separate agreement with us for the supply of Recycled Water.

In such case we will supply you with Recycled Water to meet your reasonable needs for irrigation, clothes washing machine (cold water inlet) and flushing toilets, except:

- a) In the case of planned or unplanned interruptions, under sections 3.4.1 and 3.4.2;
- b) In the case of major operational difficulty under section 3.4.3;
- c) Where we are entitled to restrict supply under section 6; or
- d) In the case of events beyond our reasonable control.

If you are supplied with Recycled Water, we will provide you with information on the standard requirements for its safe use at the time we commence supply to you. If the recycled water is used by you in a manner that is contrary to the information we provide, Solo Water will not be held responsible.

3.2.2 Recycled water quality

Our recycled water system, and the recycled water that we supply to you, will comply with the Australian Guidelines for Water Recycling 2006 (Phase 1 Managing Health & Environmental Risks) NWQMS as agreed by NSW Health and any other related guidelines, and as required by the Operating Licence issued from IPART.

3.2.3 Recycled water pressure

Please note that we may vary water pressure to suit operational needs, which may impact on your use, but we will use our best endeavours to ensure that the Recycled Water we supply to your property is at a minimum pressure of 10 metres head.

3.2.4 Cross contamination

We will use reasonable endeavours to reduce the risk of cross-contamination in Our System, including separate piping for all drinking water reticulation mains, appropriate accreditation of plumbers in relation to installation and connection works, and the publication of guidelines for you and your tradespersons in relation to your household appliances and internal plumbing connected to Our System.

You must not tamper with or otherwise make any modifications to Our System without first obtaining our express written permission. If you don't do this, then there is a heightened risk of cross-contamination of your drinking water with other water sources.

3.3 Wastewater services

3.3.1 Supply of wastewater services

We will supply you with wastewater services if your property is connected to our wastewater system. The amount of wastewater supplied will be sufficient to meet your reasonable needs for the discharge of domestic wastewater except:

- a) In the case of planned interruptions and unplanned interruptions, under clauses 3.4.2 and 3.4.3;
- b) Where under clause 6 we are entitled to discontinue supply; or
- c) In the case of events beyond our reasonable control.

3.3.2 Wastewater overflow

We will use reasonable endeavours to minimise the incidence of wastewater overflows on your property due to a failure of our wastewater system.

In that event that there is a wastewater overflow on your property due to the failure of our wastewater system, we will use reasonable endeavours so that:

- a) Any damage or inconvenience to you is minimised;
- b) The affected area is suitably and promptly cleaned up at our cost and in a way that minimises the risk to human health

3.3.3 Blockage of your private wastewater system

It is your responsibility to clear any blockage that occurs to your private wastewater system. This should be done by arranging the blockage to be cleared by a licensed plumber or drainer.

You will be liable to pay us the cost of clearing any blockage that occurs to our wastewater system to the extent you have caused or contributed to any such blockage.

3.3.4 Trade wastewater

A trade waste agreement and written permission between you and us will allow you to discharge trade wastewater into our wastewater system. We will only enter into such a trade wastewater agreement with you and provide you with the required permission if we determine that we are able to accept, transport and process trade wastewater that you discharge in full compliance with applicable safety and environmental laws.

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

3.3.5 Pressure sewer system connection

If your property is in a pressure sewer area and has an authorised connection to our wastewater system, we will provide a pressure sewer system that is owned, installed and maintained by us.

A Home Owner's manual for the pressure sewer system will outline your responsibilities and obligations in regards to the pressure sewer system.

3.4 Factors affecting service

3.4.1 Repairs and maintenance

Where we undertake repairs and/or maintenance that are conducted on or impact on your property we will use reasonable endeavours to ensure that we leave minimal impact on your property.

3.4.2 Unplanned interruptions

If an unplanned interruption occurs to your water service or wastewater service, we will use reasonable endeavours to ensure that the inconvenience is kept to a minimum by:

- a) Restoring your service as quickly as possible;
- b) If necessary and where practical we provide access to emergency supplies of water;
- c) Providing as much information as practicable so as to inform you how long the interruption is likely to last, and how to obtain supplies of water, where applicable.

3.4.3 Planned interruptions

To allow for planned or regular maintenance of our water or wastewater system we may arrange planned interruptions to your water services and wastewater services.

You will be informed at least two days in advance by us of the time and duration of any planned interruption if you are a residential customer unless you agree to a shorter notice period. If you are a non-residential customer the period will be as mutually agreed, or if there is no agreement in this regard then seven days in advance.

We will use our best endeavours to ensure the planned interruption is kept to a minimum in one continuous period.

3.4.4 Water restrictions

At the discretion of the responsible NSW State Government Minister, the local water supply authority or the NSW State Government, we may interrupt or limit water supply services to you or place conditions on water use. You must comply with any such interruptions, limitations or conditions.

We will use reasonable endeavours to ensure that you are made aware of any such interruptions, limitations or conditions.

We will also use reasonable endeavours to notify you in your next account of any such interruptions, limitations or conditions.

4 WHAT YOU PAY

4.1 Responsibility to pay the account

You must pay us the amount of charges appearing on each account you receive from us by the date specified on your account, unless you have made other payment arrangements with us.

4.2 Publication of charges

Your charges will appear on your account which will be issued quarterly. Upon request we can provide information on charges free of charge.

4.3 Concessions

You may be eligible for a government funded pension concession if you hold one of the recognised pensioner concession cards.

We do not process any concessions payments, this is done by the NSW Department of Planning, Industry and Environment directly with you and you will need to apply to the Department each year for the annual rebate.

The Department's webpage for the NSW Private Water Scheme Pensioner Rebates is accessible by;

<https://www.planning.nsw.gov.au/About-Us/Sydney-Metropolitan-Water/Water-Industry-Reform/NSW-Private-Water-Scheme-Pensioner-Rebates>

Or, Via the Service NSW webpage;

<https://www.service.nsw.gov.au/transaction/pensioner-water-rebate>

For further information on concessions please contact the Department directly at:

Phone: 1800 953 119

Email: private.water.rebates@planning.nsw.gov.au

Post: NSW Private Water Scheme Pensioner Rebates,
PO Box 435,
Parramatta, NSW 2124

Or for further information please contact us.

4.4 Your account

4.4.1 When will your account be sent?

We will issue you an account for the services that we provide. Residential customers will be sent an account on a quarterly basis, unless otherwise agreed.

Non-residential customers with high water usage and wastewater disposal may be sent an account on a monthly basis. We will provide a statement to you of all charges for the previous 12 months on request, free of charge.

4.4.2 What information will be on your account?

We will ensure that your account contains details of:

- a) The account period to which it applies;
- b) The total amount of charges due;
- c) The usage and service fees;
- d) Other fees and charges payable;
- e) The date payment is due;
- f) Your postal address and account number;
- g) The address of the property at which the charges in the account have been incurred;
- h) Options for the method of payment;
- i) A comparison of your water usage where available;
- j) Contact numbers for account enquiries, leaks and faults, and text telephone (tty) services;
- k) Any payment assistance that may be available.

4.4.3 How accounts are sent

We will send your account to the email address you nominate.

If you do not nominate an email address, the account will be sent by postage to:

- a) The property to which the services are available or provided; or
- b) Your last postal address known to us.

Your account will be considered delivered to you if it is sent by one of these means.

Accounts sent by postage may incur a postage handling fee.

4.4.4 How payment can be made

Payment methods will be stated on your account which may include payment via BPAY.

4.4.5 Overdue account balances

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

- a) Interest on your overdue account balance. Interest will be charged at a rate equivalent to 2% above the current commsec variable rate as published by the commonwealth bank. The interest will accrue on a daily basis commencing on the due date until you have paid the amount that is overdue; or,
- b) A late payment fee. The late payment fee may be charged as per our pricing schedule for each quarterly account period in which the account is overdue; or,
- c) The reasonable costs and fees that we incur in recovering or attempting to recover any overdue amount.

In the event that you have an overdue account you should refer to our *Code of Practice – Debt Recovery* available on our website which described the process we will follow in the event that customer payments are overdue.

We will not charge you interest on your overdue account balance or a late payment fee if you have entered into a payment arrangement with us.

4.4.6 Undercharging

If your account is for an amount that is less than what you are required to pay us (undercharged) as a result of 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 contract or Act, you must pay the correct amount on request. We will state the amount to be paid as a separate item in your next account.

4.4.7 Overcharging

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

4.4.8 Account disputes

You must contact us if you consider that the charges on your account are incorrect. Upon request, we will require you to provide evidence to support your claim.

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 in our favour. You must nevertheless pay the undisputed amount by the due date.

4.5 Wastewater usage charge

The wastewater usage charge applies to non-residential customers only. We will determine, and may vary, the wastewater discharge factor that will be used to calculate wastewater service charges.

Where a discharge factor is varied the revised charge will apply from the beginning of the next billing period. We will notify you of any change to your discharge factor.

4.6 How charges are determined

We will set and vary our charges from time to time, but only in accordance with our Operating Licence, the Act and subject to any prices and methodologies determined or issued by IPART.

4.7 Notification of variations to charges

Details of variations to our charges will be published on your account.

The variation will commence on:

- a) The first day of the next quarter; or
- b) Any other date we nominate after we have published the change;

We generally update our Pricing Schedule on 1 July each year.

4.8 Other costs and charges

4.8.1 Dishonoured or declined payments

A dishonoured or declined payment fee will be charged to you if payment of your account is dishonoured or declined as per our Pricing Schedule.

We may refuse to accept personal cheques for a specific payment.

4.8.2 Costs for installing and connecting services

You must pay the installation costs of a connection from your property to our water and/or wastewater system.

Connection to our water, wastewater or system must be first approved by us in writing and you must comply with the conditions we set to ensure the safe and reliable supply of services. The connection must be undertaken by an accredited installer, licensed plumber or drainer and in accordance with plumbing, drainage or other regulations or standards that may apply.

4.8.3 Charges for other matters

We may charge you a fee for any other services that you request from us and which are not specifically provided for elsewhere in this contract. You should contact us for further details of the charges that will apply for any such other services.

We will charge you for any reasonable costs and expenses (plus 10% service fee) incurred by us for any repairs and/or rectification works for any damage you cause to our water and/or wastewater system or incurred by us to remedy any defective or unauthorised work within your water and/or wastewater system.

5 WHAT CAN I DO IF I AM UNABLE TO PAY MY ACCOUNT?

5.1 Payment difficulties and account relief

You should contact us if you are experiencing financial hardship. We will use reasonable endeavours to provide assistance to you.

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

- a) Be treated sensitively on a case by case basis, by us;
- b) Receive information from us on alternative payment arrangements;
- c) Request a deferred payment plan for a short period of time;
- d) Negotiate an amount you can afford on an agreed instalment plan.

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

- a) Enable you to make payments by instalments, in advance or arrears;
- b) 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;
 - if you choose to pay in advance, the basis on how the instalments are calculated;
- c) Provide for instalments to be calculated having regard to your consumption needs, your capacity to pay and the amount of any arrears you are required to pay;
- d) Ensure that your arrears are cleared over a period of time and your debt does not continue to grow;
- e) Provide you with procedures that are fair and reasonable for dealing with the financial difficulty.

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

- a) Not take any legal action to enforce the debt or disconnection or restriction of the supply of water to your property;
- b) Waive interest or late payment fees on the overdue amount for the period of the arrangement.

6 RESTRICTION OF WATER AND WASTEWATER SERVICES

6.1 Restriction of supply for non-payment

If you fail to pay your account by the due date and also fail to make alternative arrangements for payment, we may restrict the supply of water to your property in accordance with our practices and procedures relating to customer hardship, debt, water flow restriction for non payment including as set out below.

6.2 Notice of restriction of supply of water for non-payment

If you fail to pay your account by the due date we will send you a reminder/overdue notice.

The reminder notice will:

- a) State that payment is immediately due;
- b) State that you should contact us if you are having difficulty making payment and we will provide you with an explanation of alternative payment options, including payment arrangements;
- c) Advise you of your right to raise your concerns with the water industry ombudsman if you are not satisfied with a decision made by us.

If you fail to comply with the reminder/overdue notice, we will send you a restriction notice advising you that:

- a) Your account is significantly overdue;
- b) You must pay the account within seven days otherwise we may take action to restrict the supply of water to your property and/or take legal action to recover the amount outstanding;
- c) You may incur additional costs relating to us restricting the supply of water and/or taking legal action to recover the amount outstanding;
- d) The supply of water to your property may be restricted without further notice;
- e) You have the right to raise your concerns with the water industry ombudsman if you are not satisfied with a decision made by us;
- f) You should contact us if you are having difficulty making payment and we will provide you with an explanation of alternative payment options including payment arrangements.

We may restrict the supply of water to you if:

- a) At least seven days have elapsed since we issued the restriction notice;
- b) We have attempted to make further contact with you about the non-payment by means of either a telephone call, mail, email or visit;
- c) You have agreed to alternate payment options, but have failed to make the agreed payments.

We will advise you of when the restriction will take place.

In addition to clause 6.5, we will not restrict water flow for a failure to make due payment of money owed to us where:

- a) You have applied for assistance under the payment plan operated by us and you are complying with the agreed terms;

- b) You have notified us that you have sought assistance from a welfare agency and that assistance is imminent;
- c) The notices referred to in this clause will be sent to you in the same manner in which accounts are sent to you under clause 4.4.3.

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

Information on our practices and procedures relating to customer hardship, debt and water flow restriction is available on our website.

6.3 Restriction for other reasons

The following circumstances are other reasons that we may restrict the supply of services to your property:

- a) If private works not undertaken by us for the supply of water or wastewater to your property are defective;
- b) You have breached this contract or any other agreement with us;
- c) If you are connected to our water systems or wastewater system without our approval;
- d) You fail to rectify a defective service in accordance with clause 8.5 of this contract;
- e) You discharge trade wastewater into our wastewater system without our prior written approval or you do not comply with the requirements of our written approval;
- f) Where you fail to ensure access to our meter (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);
- g) If you are connected to a pressure sewer system that is maintained by solo water and you do not comply with your home owner's manual;
- h) If a serious health or environmental risk is posed by the discharge of chemicals into our wastewater system;
- i) If you have not installed a backflow prevention containment device where you are required to do so by us;
- j) 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;
- k) You use recycled water in a manner inconsistent with its intended purpose or in a manner contrary to the information we provide on its safe use;
- l) Where we are entitled or required to restrict or to discontinue supply by direction of the minister or under an applicable law.

6.4 Minimum flow rate during restriction

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

6.5 Limitations on restriction

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

- a) Without providing reasonable notice to the occupier of the property that we intend to restrict the supply;

- b) Without giving you the notices provided for in clause 6.2 except when an order is issued under a relevant act;
- c) Without providing you with information on our practices and procedures relating to customer hardship, debt, water flow restriction for non-payment;
- d) If a related complaint is being considered for resolution by us or by the water industry ombudsman;
- e) On a Friday, weekend, on a public holiday or the day before, or after 3 pm on a week day;
- f) If your property is occupied by a tenant:
 - without advising the occupier that in some circumstances a tenant may be permitted to pay outstanding charges and then recover the amount paid from the owner of the property or deduct the amount paid from rents otherwise payable;
 - without providing the occupier reasonable opportunity to pay the account.

6.6 Disconnection by a customer

The circumstances that allow you to disconnect your property from our water or wastewater system are as follows:

- a) You must have complied with all applicable health, environmental and local council regulatory requirements;
- b) You must have given us all information we may reasonably require;
- c) You must have given us 10 days prior written notice; and
- d) The disconnection must be undertaken by a licensed plumber or drainer 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 have installed on the property and we may continue to charge you a service charge. You may apply to us to be exempted from this charge.

6.7 Restoration of water supply after restriction or disconnection

Following restriction of water supply or disconnection, information will be provided to you to enable you to make arrangements for the reconnection of supply or restoration of normal water flow.

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

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

An after hours reconnection fee may be applied if the conditions for restoration are met after 3 pm and you would like to restore supply on the same day.

7 REDRESS

7.1 Limitation of liability

The only promises we make about the goods and services we provide under this contract, and the only conditions and warranties included in this contract are:

- a) Those set out in this contract;
- b) Those that the law (including the *competition and consumer act 2010 (cth)*) say are included.

However, where we are liable to you because of a breach of a condition or warranty that the law says is included in this contract, our liability is to the extent permitted by law, limited to:

- a) Replacing the goods and services to which the breach relates;
- b) At our option, paying you the cost of replacing those goods, or having the services supplied again.

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

8 RESPONSIBILITIES

8.1 Your Water/Recycled Water System

As the property owner, you own and are responsible for maintaining all of the pipes and fittings between the point of connection with our water system and the buildings and/or taps on your property. This is referred to as your water system.

The point of connection is the meter valve assembly located immediately downstream of the water meter for both the water and recycled water systems.

You are responsible for any damage caused by a failure of any part of your water system.

We are responsible for maintenance and repairs of our water system up to but not including the point of connection. Your property includes any easement within which your meter or private service may be situated.

Any faults in your system must be repaired by a licensed plumber in accordance with the plumbing, drainage or other regulations or standards that may apply.

We are not responsible for the repair of:

- a) Illegal services and water services installed contrary to appropriate codes, regulations and standards;
- b) Fire services;
- c) Backflow prevention devices;
- d) Water services connecting to privately owned water mains such as in some community title subdivisions or shared private services;
- e) Faults caused or contributed to by a wilful or negligent act or omission on your part.

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

We are not responsible for installing, maintaining or annual testing of backflow prevention containment devices on properties, except where the device is integrated into the water meter supplied by us.

8.2 Your wastewater system

The responsibility for maintaining all wastewater pipes and fittings between your property and the point of connection with our wastewater system is that of the owner of the property. This is referred to as your wastewater system.

The point of connection is the property gravity sewer connection point defined as the interface between the 100mm property sewer pipe (your wastewater system) and the 150mm gravity sewer main (our wastewater system). The connection point may be outside your Property. Upon request, we will supply you with information on where to obtain a diagram to identify your point of connection.

You are responsible for the repair of illegal services installed contrary to appropriate codes, regulations and standards.

8.3 Pressure sewer systems

If you are connected to a pressure sewer system owned and installed by us then we are responsible for maintaining the collection tank, the pump and the electrical circuitry between the control/alarm panel and the sewer collection tank where the deterioration or failure is due to normal use in accordance with the *Home Owner's Manual*.

8.4 Water efficiency

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

You must comply with 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 information on how to use water efficiently.

8.5 Defective work

If we become aware of any defective or unauthorised work to your water, wastewater or stormwater drainage service that impacts or poses a risk to the operation of our water or wastewater system, we may give you a notice requesting that the defect be fixed within a reasonable time.

If you do not comply with the notice, we may undertake actions to restrict your water supply or disconnect your wastewater connection until the defective or unauthorised work is fixed. If we deem it is necessary to undertake measures to remedy the defective or unauthorised work you may be charged the reasonable costs incurred by us in undertaking this work.

8.6 Giving notice of system failures

You should inform us if you become aware of any failure of our water or wastewater 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 use reasonable endeavours to ensure that the problem is attended to as soon as practicable.

8.7 Building work

You must not undertake building, landscaping or construction work that is adjacent to or over our water or wastewater system, which may damage, interfere with or obstruct access to our systems without first obtaining our written consent.

You are required to request from us in advance of any activity being undertaken on your property, approvals for building, landscaping or construction that involve connection to our system or building over or adjacent to our system.

Properties with an existing water service must be metered during the building period. The meter must be accessible (as described in clause 10.4) at all times.

8.8 Connections to services

Connections to our water or wastewater systems are to be made using the services of an installer, licensed plumber or drainer who is accredited by us and in accordance with plumbing, drainage or other regulations or standards that may apply.

8.9 Altering and unauthorised connection or use

You must not:

- a) Wrongfully take, use or divert any water supplied by us;
- b) Wrongfully interfere with the operation of a meter or prevent a meter from registering the quantity of water supplied by us;
- c) Wrongfully discharge any substance into a system owned by us.

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

8.10 Removal of trees

We may require you to remove any tree on your property if it is obstructing or damaging our water or wastewater system, or is reasonably likely to do so. This will be at your cost except where the Act requires otherwise.

We will give you 14 days notice in writing requiring you to remove the tree. You may with our consent and at your cost, take steps to eliminate the cause of damage or interference to our water or wastewater system, without removing the tree.

If you fail to comply with the notice to remove the tree, by the specified date, then we may remove the tree and recover the costs of removal from you.

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

9 ENTRY ONTO A CUSTOMER'S PROPERTY

9.1 Access to Solo Water's systems

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

- a) Maintain our water and wastewater systems;
- b) To ensure that this contract is being complied with;
- c) For other purposes or other applicable laws;
- d) To read 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 specifying the date, and approximate time of our entry onto your property, unless you agree to a shorter notice period.

We will not be required to give you written notice in cases where:

- a) Entry is required urgently;
- b) The purpose is to read, fit, exchange or maintain a meter;
- c) Giving notice would defeat the purposes of entry;
- d) We intend to conduct a water restriction investigation on your property;
- e) We conduct a general property inspection such as meter, plumbing or a backflow device inspection.

9.4 Impact on customer's property

When entering your property we will use reasonable endeavours to ensure that we:

- a) Cause as little disruption or inconvenience as possible;
- b) Remove all rubbish and equipment we have brought on to the property;
- c) Unless otherwise agreed, leave the property, as near as possible, in the condition, that it was found on entry.

If you incur damage by our entry to your property you may be entitled to compensation from us.

10 WATER METER READING, INSTALLATION, TESTING AND MAINTENANCE

10.1 Measuring water supplied

A meter will measure the quantity of water and/or recycled water that we supply you, unless we otherwise agree.

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

If a meter is stopped or damaged, your usage pattern according to our records will be used to calculate an estimated usage.

Where no satisfactory basis exists to adjust a usage charge, we will negotiate with you a mutually agreeable adjustment of charges based on an estimated reading.

When the price for water, recycled 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 3 months, inclusive of meter readings taken by you on our behalf.

10.2 Installing and maintaining a water meter

We will supply you with a meter of our choice. You must not remove a water meter from your property without our prior written consent.

We may require you to meter each individual property. Your plumber or designer should check our published requirements during the planning stage.

An approved backflow prevention containment device appropriate to the property's hazard rating is to be fitted directly on the outlet side of the master meter. Residential properties with low hazards serviced by either a 20 mm or 25 mm water meter are exempt from this requirement.

You are required to pay for the meter's plumbing installation and ensure that it is installed either by a licensed plumber or by us. Your plumber should check our published requirements before locating the meter.

The installed meter remains our property and we will maintain it. We may charge you for the cost of repair or replacement of the meter and its assembly if it is wilfully or negligently damaged by any act or omission on your part.

We may charge you an unmetered service charge, if there is no meter or other instrument 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.

10.3 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 over three per cent of the actual quantity of water passing through it, we will:

- a) Repair or replace the meter; and

- b) Refund any charge paid by you for the test; and
- c) Adjust your account 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 meter maintenance purposes. 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 charge you on an estimate of your usage and may also recover the cost of the attempted meter reading.

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

- a) Relocate the meter;
- b) Seek access at a time suitable to you, which may incur an additional fee;
- c) Make other arrangements with you.

You will be responsible for any reasonable costs incurred by us in undertaking the work detailed above.

If you intend to relocate your meter, you should engage a licensed plumber at your cost. Your plumber should check our published requirements before relocating the meter.

10.5 Meter replacement

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

- a) Is found to be defective;
- b) If it can no longer be reasonably maintained;
- c) 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 an enquiry relating to an account, payment options, concession entitlements or other information about our services, you may contact us by telephone between 8.30 am and 5.00 pm, Monday to Friday, excluding public holidays.

Our contact telephone number is provided on your account, in the telephone directory and on our website.

If your enquiry cannot be answered immediately, we will use reasonable endeavours to provide a response to your enquiry within five working days of receiving it.

11.2 Written enquiries

You can also email or write to us.

Email enquiries should be sent to our email address shown on your account.

We will use reasonable endeavours to reply to your written enquiry within five working days of receiving it, where your matter cannot be responded to sooner by telephone or face-to-face contact.

11.3 Leaks and faults assistance

In the event of a leak, burst water main near your property, a wastewater overflow, an unplanned interruption to supply, or a water quality or water pressure problem, we provide a 24-hour leaks and faults phone service.

Our leaks and faults phone number is listed on your account and on our website.

11.4 Interpreter and TTY Service

Should you require assistance in another language you can contact the Australian Translation and Interpreting Service (**TIS**) 13 14 50 for assistance.

Customers who are deaf or have a hearing or speech impairment can contact us through the National Relay Service (NRS):

- a) TTY users phone 133 677 then ask for 1300 7656 98 or such other number as may be notified to you;
- b) Speak and Listen (speech-to-speech relay) users phone then ask for 1300 7656 98 or such other number as may be notified to you;
- c) Internet relay users connect to the NRS (see www.relayservice.com.au for details) and then ask for 1300 7656 98 or such other number as may be notified to you.

12 IF I AM UNHAPPY WITH THE SERVICE PROVIDED BY SOLO WATER WHAT CAN I DO?

12.1 Customer complaints

If you have a complaint about our service or our compliance with this contract, you should first contact us, either by telephone, on our website, in person or by writing to us. Customer complaints can be provided online via our website at <http://www.solowater.com.au/>.

A copy of our *Code of Practice – Customer Complaints* is available on our website which provides guidance on how customer complaints can be lodged and how they will be managed.

We will use reasonable endeavours to address your complaint promptly by providing:

- a) A face to face or telephone response within five working days where you have made a face to face or telephone contact and the matter cannot be dealt with immediately;
- b) A written or email response within five working days where you have made a written or email complaint and the matter cannot be responded to sooner by telephone or face to-face contact.

We will provide you with our intended course of action and/or identify when the action will be taken.

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 one of our managers.

The manager will:

- a) Clarify your complaint and the outcome sought;
- b) Ensure that the matter has been properly investigated;
- c) Advise you of the estimated timeframe for our proposed action;
- d) Communicate to you our final decision;
- e) Outline the relevant facts and regulatory requirements where appropriate;
- f) Indicate what we will do to address the issue;
- g) Notify you of your rights to external review, if you are still not satisfied with our decision.

12.3 Resolution of disputes

A dispute will be considered finalised if we provide you with a substantive response that:

- a) Resolves the dispute to your satisfaction or indicates how the dispute will be resolved to your satisfaction; or
- b) Provides an explanation of the relevant policy and/or regulatory requirements and why no further action is proposed in relation to the dispute; or
- c) Provides a date when the issue will be resolved if the complaint relates to future planned operational or capital work; or
- d) 28 working days have passed since receiving our 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 working days referred to in paragraph d) by a reasonable period if:

- a) Within that 28 day period you have requested an extension; or
- b) After that 28 day period you demonstrate that, because of special circumstances, you were unable to seek an extension within that 28 day period.

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

If you are still dissatisfied with the outcome, you may seek external resolution of a dispute. This option is available to you at any time after first lodging your complaint with us.

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 many disputes you have with us under this contract.

Disputes that may be referred to EWON include disputes about: supply of service, your account, credit or payment services, restriction or disconnection. Full details are available from EWON. EWON's services are available to you without 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.

12.4.2 Other legal avenues

You may also have recourse to the courts.

13 PRIVACY

13.1 Privacy

We take our obligations under the Privacy Act seriously and seek to use reasonable endeavours in order to comply with the Act and protect the privacy of the personal information that we hold.

We are committed to protecting and respecting the privacy and confidentiality of our customers. Customer information is managed in accordance with the Privacy Act 1998 (Cth) and the National Privacy Principles (NPP) as set out in our Privacy Policy Statement (IMS-HRPR-A-6009). A copy of our privacy policy can be obtained at info@solowater.com.au.

The NPP's set out how private sectors organisations should collect, use, keep secure and disclose personal information. The principles give individuals a right to know what information an organisation holds about them, and a right to correct that information if it is wrong.

14 WHEN DOES THIS CONTRACT TERMINATE?

14.1 Termination of this contract

This contract, or relevant clauses of this contract, will terminate between you and us if you cease to be covered by all or part of this contract as described in clause 2.2.

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

When you leave the connected residence you need to:

- a) Notify us of the date you will depart at least two weeks prior to your departure; and
- b) Provide us with the details of the new incoming owner of the property and your conveyancing agent so we can conclude any arrangements with you and close your account.

You will be liable for any costs and expenses incurred by us if you do not comply with this clause. Please refer to our website for further details.

14.2 Variation of this contract

We may make variations to this contract from time to time. We will provide you with notice of any variation to this contract before the variation become effective. This requirement to give notice of variations to the terms of the contract does not apply to variations in charges and fees made in accordance with a determination of IPART.

Variations to this contract will be available on our website for downloading free of charge.

15 DEFINITIONS AND INTERPRETATIONS

15.1 Definitions

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| Act | means the <i>Water Industry Competition Act 2006 (NSW)</i> together with the <i>Water Industry Competition (General) Regulations 2008 (NSW)</i> as amended or replaced from time to time |
| Area of operation | The geographic boundaries within which we operate. |
| Backflow prevention containment device | A device to prevent the reverse flow of water from a potentially polluted source, into the drinking water supply system. |
| Charging period | Any period for which your account was calculated. |
| Complaint | An expression of dissatisfaction made to us or to our contractors related to our products or the complaint handling process itself, where a response or resolution is explicitly or implicitly expected. |
| Contract | Means this Customer Contract |
| Customer | Defined in clause 2.2 |
| Dispute | A disagreement between us and a customer or consumer that is not frivolous or vexatious. |
| Drinking water | Water that is intended for human use and consumption and free of harmful chemicals and disease-causing organisms. |
| Drought | A prolonged period of low rainfall resulting in actual or potential water shortage. |
| 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. |
| Financial hardship | A situation where a customer desires to pay an account, but is unable to pay all or some of the account by the due date. |
| Home Owner's Manual | Means the Home Owners manual issued to the Property owner detailing the water and sewer components located on the owners property and providing important information you should be aware of regarding sewer and water systems. |
| IPART | Means the Independent Pricing and Regulatory Tribunal constituted under the <i>Independent Pricing and Regulatory Tribunal Act 1992</i> |

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| 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. |
| Non-residential customer | A customer who is not a residential customer. Customer is defined in 2.2. |
| Operating Licence | Means the network operators licence (No. 16_035) granted to us under the <i>Water Industry Competition Act 2006 (NSW)</i> . |
| Our System | Means our water system (potable and/or recycled water) and/or our wastewater system. |
| Owners' corporation | A corporation constituted under section 8 of the <i>Strata Schemes Management Act 2015 (NSW)</i> . |
| Payment assistance arrangement | Means any of the types of assistance described in clause 5. |
| Personal information | Any information held by us that relates to the supply of services by us, where your individual identity is apparent or can be reasonably ascertained from the information. |
| Planned interruption | An interruption initiated by us to allow maintenance to be undertaken of which notice has been given to you. |
| Point of connection | Where the private service from a property connects to our water system or wastewater system. |
| Pressure sewer system | A system where individual pumps are located in collection tanks and installed on your property. The wastewater is then pumped to the main wastewater network. |
| Private joint water service | A private joint water service exists where two or more properties share the same private water pipes. Private joint water services have one connection to the water main and then extend through each property's plumbing fixtures. Customers with a private joint water service share and own the service in common with each property owner and are jointly responsible for its condition. |
| 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. This also includes strata titled properties. |
| Recycled water area | A community or communities supplied with recycled water through a pipe network separate from the drinking water system. |

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| Residential customer | A customer who owns real property that is used as a principal place of residence. |
| Restriction | A direct intervention in the supply system by Solo Water in order to reduce flow to a customer's property. |
| Service charge | A charge for being connected to the water and/or wastewater and/ or stormwater drainage system. |
| Services | Means our water service (potable and/or recycled water) and/or our wastewater service |
| Third party access | Where a third party uses the services provided by monopoly water industry infrastructure (generally pipes, pumps and reservoirs) to transport water or wastewater between their customers and their treatment facilities (or another point at which water is inserted or wastewater extracted. |
| Trade wastewater | Any liquid, and any substances contained in it, which may be produced at the premises in a non-residential activity, and any vehicle transporting wastewater, including septic effluent and wastewater from ships and boats. It includes run off from contaminated open areas. Trade wastewater does not include domestic wastewater from premises connected to Solo Water's wastewater system. The term trade waste and trade wastewater as used in this document are interchangeable. |
| Unplanned interruption | An interruption that is caused by a fault in our water system or a fault that is our maintenance responsibility and no notice has been given to you. |
| Wastewater | Also known as sewage, wastewater includes the water you flush down your toilet, water that drains from your bathtub, sink, washing machine and many other sources |
| Wastewater overflow | A discharge of untreated or partially treated wastewater from our wastewater system. These overflows may occur in wet or dry weather. |
| Wastewater service | The services we are permitted to provide by the <i>Operating Licence</i> and any applicable law in respect to <ul style="list-style-type: none"> • providing wastewater services and • disposing of wastewater. |
| 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 disposal of wastewater. |
| Wastewater usage | A wastewater usage discharge factor is a measure of the |

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| discharge factor | volume of wastewater discharged to the wastewater system expressed as a percentage of water delivered to the property via all of our drinking water meters. |
| Water service | The services we are permitted to provide by the <i>Operating Licence</i> and any applicable law in respect to storing and supplying drinking water and non-potable (recycled) 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. |
| We, our or us | Solo Water Pty Ltd ABN 11 160 013 614 , including its officers, employees, agents and contractors. |
| You or your | Our customer. |

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 working 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.

The reference to 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.