

## ***Water Industry Competition (General) Regulation 2024***

### **SUMMARY OF DEEMED CUSTOMER CONTRACT**

#### **1 Your contract for drinking water, recycled water or sewerage services**

Your contract for drinking water, recycled water or sewerage services is the “Deemed Customer Contract” set out at Schedule 4 to the *Water Industry Competition (General) Regulation 2024* (“the Regulation”). This is a summary of your contract prepared by the Independent Pricing and Regulatory Tribunal (“IPART”). This summary is not to be taken to be the actual contract and does not affect the actual contract. For the full version of your actual contract, please see the New South Wales legislation website [here](#). The Regulation was made under the *Water Industry Competition Act 2006* (“the Act”), which you can access [here](#).

The contract applies automatically, which means that you and any other parties do not need to sign anything agreeing to the contract for the contract to be legally enforceable.

Your contract includes:

- who is covered by the contract.
- what services are covered and what service quality you can expect.
- what you must pay and how you can pay.
- what to do if you are unable to pay your bill.
- when services can be restricted or disconnected.
- who has responsibilities for damage, maintenance and repair.
- who can install, test, read, maintain and replace your water meter.
- who has a right to enter onto your property.
- what happens if there is a planned or unplanned interruption to your service.
- what redress and rebates you can obtain if there are problems with your service.
- what you can do if you are not happy with your service.

## **2 Who and what is covered?**

The Deemed Customer Contract is between you as a Small Retail Customer (the Customer), the company operating the infrastructure for your water or sewerage services (the Operator), and the company selling you the water or sewerage services (the Retailer).

The contract applies automatically when the Operator authorises connection of your property to the Operator's infrastructure.

Your contract covers any drinking water services, recycled water services and sewerage services provided to your property by the Operator and the Retailer. You and the Operator and the Retailer must comply with the contract.

If your property is not used solely for residential purposes, you can make a request in writing to the Operator or the Retailer to change any part of your contract.

## **3 Your services**

### ***Quality of services***

The Operator must ensure that the services provided to your property meet your reasonable needs. In particular, the Operator must ensure that:

- your drinking water complies with the *Australian Drinking Water Guidelines* and any standards set by NSW Health.
- your recycled water complies with the *Australian Guidelines for Water Recycling* and any standards set by NSW Health.
- the water pressure for drinking water to your property is at least 15m per head of pressure.
- information about the water pressure that may generally be expected for drinking water and recycled water, if applicable, is easily available to customers on the Operator's website.

The Operator must also use its best endeavours to minimise sewage overflows on your property due to a failure of the Operator's infrastructure.

### ***Persons with critical health needs***

If your service includes the supply of drinking water, you or your representative must notify the Retailer if you or someone who lives at your property needs a continuous supply of drinking water to operate a life support machine or for other critical health needs.

The Operator and the Retailer must use their best efforts to provide continuous drinking water to meet the person's reasonable health needs. However, you should have a plan in place for the supply of drinking water to operate a life support machine or for other critical health needs if there is an interruption to your service.

You or your representative must notify the Retailer if the person with critical health needs no longer lives at your property or is no longer a person with critical health needs.

### ***Trade wastes***

You cannot discharge trade waste from your property into the sewer main in the Operator's infrastructure unless you have an agreement with, and written permission from, the Operator or Retailer for a trade waste service.

## **4 Payment for services**

You will receive bills from the Retailer for the services provided under your contract. You can contact the Retailer:

- for a copy of the statement of the charges and the standard billing cycle that apply to you.
- if you have any questions about your charges or rebates.

### ***Standard charges***

You can find information about the standard charges for your services on the Retailer's website. The Retailer must give you written notice of any increase to standard charges at least 3 months (unless a shorter period has been approved by IPART) before you are required to pay the new price.

### ***Additional charges***

The Operator or Retailer may also charge you additional, reasonable costs for the following services:

- connecting or disconnecting your property from the water or sewerage infrastructure.
- restoring a service to your property.
- work that you have asked the Operator or Retailer to do for you, including work on your plumbing and relocating a meter.
- testing a meter if the meter is not found to be faulty.
- trade waste services.
- determining an application that you have made under this contract to the Operator for an approval.

Please see the Retailer's and Operator's websites for more information about the additional charges that you may be required to pay, including late payment fees, interest and other costs.

### ***Rebates for problems with your services***

You may be entitled to a rebate for problems with your service if:

- you and all persons who live at your property did not cause or contribute to the problem, and
- the problem was not caused by an event outside the reasonable control of the Operator.

The Retailer will reduce your next bill by:

- \$35 if your drinking water is not suitable for normal domestic purposes.
- \$60 if a failure of the Operator's infrastructure has caused sewage to overflow on your property (capped at \$240 in a 12-month period).

### ***Paying your bills***

You will receive a bill on a quarterly or more frequent basis as stated on the Retailer's website. The bill will be sent to your last nominated billing address or, if none is nominated, to the property receiving the services. You must pay the total amount due, as shown on your bill, by the due date.

The Retailer may charge you a fee if your payment is dishonoured or declined.

If you do not pay your bills on time and have not entered into a payment arrangement with the Retailer, you will owe an overdue amount. The Retailer may charge you an additional fee for late payment or interest on the overdue amount.

The Retailer may send you a reminder notice to pay the overdue amount. The Retailer may send you a warning notice if you do not pay the overdue amount on the reminder notice. If you do not pay the overdue amount in full within 10 business days after the date of the warning notice, the Operator or Retailer may, without further notice:

- take legal action to recover the overdue amount, or
- restrict or disconnect the water or sewerage services provided to your property.

### ***If you disagree with your bill***

If you think that your bill is incorrect, you may dispute your bill with the Retailer. If you cannot resolve the dispute with the Retailer, you should contact the Energy and Water Ombudsman NSW. While the dispute is with the Energy and Water Ombudsman NSW, you will not be charged a late payment fee or interest on the disputed amount, and no further action may be taken for non-payment.

If your bill is less than the amount you owe, the Retailer may add the unpaid amount to your next bill.

If you have paid more than what you owe, the Retailer must apply a credit to your next bill.

### ***If you have difficulty paying your bill***

If you have any difficulty paying your bill, you should contact the Retailer. You may be able to enter into a payment arrangement, which could allow you to:

- delay payment for a short period of time,
- pay your bills by instalments, or
- pay smaller amounts on a regular basis before your bill is due.

If you follow the payment arrangement, you will not be charged a late payment fee or interest on the amount that you owe and no further action may be taken for non-payment.

You can also contact the Energy and Water Ombudsman NSW if you have any difficulty paying your bill.

### ***Support for pensioners***

If you are a pensioner, you could be eligible for a rebate on your water or sewerage service. Please contact Service NSW for more information.

## **5 Addressing issues with your services**

### ***Damage, maintenance and repair***

The Operator is responsible for maintaining and repairing its water or sewerage infrastructure. It must pay for any damage or loss caused by problems with its infrastructure. If there is a blockage in the infrastructure, the Operator must arrange and pay for the blockage to be cleared. You could be required to pay for a part of those costs if you have contributed to the blockage.

If the services provided to your property include a sewerage service, the Operator must use its best endeavours to minimise the incidence of sewage overflow on your property due to an infrastructure failure.

If you are a property owner, you are responsible for maintaining and repairing all pipes and fittings that connect to a water main or sewer main in the Operator's infrastructure. If there is a blockage in your pipes, you will need to arrange and pay for a plumber to clear the blockage. You are responsible for any damage or loss caused by any problems with your plumbing.

The Retailer or Operator may specify additional obligations in a written notice sent to you where the services include the supply of recycled water, a sewerage service or a pressure sewer system. You must comply with any requirements notified to you regarding:

- how to use the recycled water safely
- prohibiting you from discharging specified substances from your property into the Operator's infrastructure
- what you need to do to ensure the pressure sewer system can be maintained and operated by the Operator.

The Retailer and Operator are not responsible for any damage or loss caused by a failure of you or anyone else to comply with those obligations and you will be required to pay for any damage or loss to the Operator or Retailer caused by your failure. In addition, if you do not comply with your obligations, the Operator may restrict or disconnect the service until the obligations are complied with.

You must also apply to the Operator or Retailer for the Operator's approval before doing any work that may affect the Operator's infrastructure or its operation. You must comply with the conditions of an

approval when performing the work. If you undertake an activity without approval or fail to comply with any conditions of an approval, the Operator may restrict or disconnect your service.

### ***Interruptions to services***

The Operator may restrict or disconnect a service provided to your property to carry out planned maintenance, repairs or other work. For planned interruptions, the Operator will:

- use its best efforts to have no more than 3 planned interruptions to a particular service to your property in a 12-month period.
- tell you about the time and length of an interruption:
  - at least 2 days before the interruption, or
  - at least 4 days before the interruption if you or a person living at your property has a critical health need, and the interruption is to drinking water.
- use its best efforts to limit an interruption to no longer than 5 hours.

The Operator may also restrict or disconnect a service provided to your property to carry out emergency work. For sudden or unexpected interruptions, the Operator will use its best efforts to:

- contact you or the occupier of the property in person or by phone before the service is interrupted.
- make information about the interruption available on its 24-hour faults line.
- restore the service as soon as possible.

### ***Problems with your service***

If there is a problem with your service resulting from a failure to meet minimum service levels including due to a failure of the Operator's infrastructure, the Operator must use its best efforts to minimise any inconvenience to you. The Operator must:

- carry out repairs or works to restore the service as quickly as possible.
- provide information on its 24-hour faults line.
- ensure that any sewage overflow is contained as soon as possible.
- clean up any area affected by sewage overflow as quickly as possible.
- repair any damage to your property and anything on your property.

### ***Reporting damage and incidents***

As soon as reasonably practicable, you must report to the Retailer if you become aware of:

- work undertaken by you or another person for you or on your property that may have caused damage to the Operator's infrastructure or its operation or to a meter used to provide services to your property.

- a plumbing defect on your property that may have damaged the Operator's infrastructure or its operation or to a meter used to provide services to your property.
- an incident on your property which may adversely affect the Operator's infrastructure or its operation or which poses a health, safety or environmental risk.
- an unauthorised connection to a stormwater drain or sewer main on your property.
- a potential cross-connection between recycled water and drinking water infrastructure.

***Restriction or disconnection of services***

The Retailer or Operator may restrict or disconnect a service to your property if:

- you have not paid your bill.
- you have not complied with your obligations, including any water restrictions that apply to your property.
- you have intentionally caused damage to the Operator's infrastructure.

Before the Retailer or Operator restricts or disconnects a service, it must give you a notice. From the date of the notice, you will have:

- 10 business days to pay your full bill, or
- in other situations, at least 7 days to explain why the service should not be restricted or disconnected.

If your services are restricted or disconnected, the Retailer must give you information about what you must do to have your service restored. You may be required to pay an additional fee for the service to be restored.

However, the Retailer or Operator may not:

- disconnect your water supply or reduce the flow of drinking water below that necessary for basic sustenance and hygiene.
- disconnect your water supply or reduce the flow of drinking water if you have notified the Retailer that you or a person who lives at the property have critical health needs.
- disconnect a sewerage service or reduce the flow of sewage from your property below that necessary for basic hygiene for non-payment of an overdue amount.
- reduce the flow of sewage from your property below that necessary for basic hygiene for non-compliance with your obligations.

## **6 Access to your property**

### ***Water meters***

If you are charged a usage charge for the supply of water, the Operator or the Retailer must provide a water meter to measure the amount of water supplied to your property. You must not remove, damage, or interfere with a meter or allow another person to do so. You must make sure that the meter is safely accessible and clear of any obstructions.

An authorised employee or agent of the Operator or of the Retailer may enter your property for the purposes of reading a meter during normal business hours.

You must allow the Operator, the Retailer, or an agent of the Operator or Retailer to enter your property to install, test, maintain or replace meters. You may ask the meter reader to produce an identity certificate.

If you think that your meter is not accurate, you can ask the Retailer to test it.

### ***Works on the Operator's infrastructure***

An authorised agent of the Operator may enter your property:

- to carry out an inspection or maintenance work on the Operator's infrastructure.
- to carry out necessary repair work on the Operator's infrastructure.
- to carry out emergency work on the Operator's infrastructure.

Except in the case of emergency, the agent can only enter during daylight hours.

You must provide safe access to the agent. You may ask the agent to produce a certificate of authority for inspection.

You may be entitled to be compensated for any damage to your property caused by the agent. Such compensation may be reinstatement, repair, construction of works or payment.

## **7 Complaints about your services**

### ***Review of decisions***

You may ask the Operator or Retailer to review its decisions, including decisions about:

- a matter arising out of your contract.
- the Operator's exercise or proposed exercise of powers.

### ***External dispute resolution***

If you cannot resolve a dispute with the Retailer, you may contact the Energy and Water Ombudsman NSW, which provides a free service.



In addition, depending on your issue, you may:

- have rights as a consumer under the *Australian Consumer Law (NSW)* for a failure of the Operator to meet the requisite quality of service.
- be able to make an insurance claim with your insurer for any damage or loss.
- take legal action for breach of contract.
- apply to the Energy and Water Ombudsman NSW for a review of the Operator's decision relating to the Operator's failure to meet the requisite quality of service.

## **8 What information must the Operator or Retailer give you at the start of the contract?**

The Retailer must give you information about the services in a written notice before services are first provided to your property and with your first bill. This information will include:

- the services provided to your property and your property details
- the location of connection points between your property and the Operator's infrastructure
- details of the Operator and Retailer, including phone number, postal address, website and the 24-hour faults line
- where to find information about the customer complaints procedures
- the requirement for you to tell the Retailer if you or a person living at your property has critical health needs
- requirements for the safe use of recycled water, for substances that must not be discharged into the Operator's sewer main and for the pressure sewer system, as relevant
- details of IPART's register in relation to Operators and Retailers under the WIC Act and of the last resort provider designated for the services.