



# WaterFix® Concealed Leaks

## Terms and conditions of supply, July 2020

If you order goods or services under the WaterFix® Concealed Leaks service (and Sydney Water agrees to supply them), the following terms and conditions apply.

Sydney  
**WATER**

## 1. Some important terms defined

In these *WaterFix® Concealed Leaks Service Terms and Conditions of Supply*, the following expressions have the following meanings:

| Expression                       | Meaning                                                                                                                                                                                                                                                                                                                      |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Charge                           | Money payable by you to Sydney Water for the Services supplied under the program, including missed appointment charges.                                                                                                                                                                                                      |
| Concealed leak                   | A potable water leak that is completely underground, under a slab or hidden in a wall cavity, or underground but resurfaced a long way from the building on a large property.                                                                                                                                                |
| Goods                            | Goods supplied by Sydney Water in connection with the performance of the Services under the program.                                                                                                                                                                                                                         |
| Missed appointment               | You are (or an adult member of your household is) not home when the plumber attends your premises to supply the services you requested and you fail to provide Sydney Water with adequate warning to enable us to reschedule the plumber                                                                                     |
| Personal information             | Information which identifies you or from which your identity can be reasonably ascertained.                                                                                                                                                                                                                                  |
| Plumber                          | The plumber who attends your premises to perform the Services.                                                                                                                                                                                                                                                               |
| Program                          | The WaterFix® Concealed Leaks Program offered by Sydney Water as described in these WaterFix® Concealed Leaks Terms and Conditions of Supply and Schedule of Services and Charges. Further information is available on the Sydney Water website at <b><a href="http://www.sydneywater.com.au">www.sydneywater.com.au</a></b> |
| Schedule of Services and Charges | The schedule that sets out the Services offered by Sydney Water under the program and their respective Charges. The Schedule of Services and Charges is a separate document.                                                                                                                                                 |
| Services                         | Services supplied by Sydney Water under the program as specified in the Schedule of Services and Charges. A reference to Services includes the installation of any Goods.                                                                                                                                                    |
| Sydney Water, we, us, our        | Sydney Water Corporation (ABN 49 776 225 038).                                                                                                                                                                                                                                                                               |

| Expression           | Meaning                                                                                                         |
|----------------------|-----------------------------------------------------------------------------------------------------------------|
| Terms and conditions | These WaterFix® Concealed Leaks Service Terms and Conditions of Supply and the Schedule of Services and Charges |
| You, your            | The person who orders the Services or books an appointment under the program.                                   |

## 2. Eligibility

To be eligible to receive Services under the program:

- a. the Services must be for a residential property that has an authorised or approved connection to a water main owned by Sydney Water
- b. you must reside in or be the owner of the residential property
- c. if you are a tenant, you:
  - i. must inform us that you are a tenant
  - ii. have your landlord's signed authority to have the Services provided and provide us with a copy (see also clause 8(d)).

## 3. The services

We will ensure that the Services will be performed and Goods will be installed by a licensed plumber. We may engage independent contractors to perform the Services on behalf of Sydney Water.

The Services are comprised firstly of a concealed leak investigation to locate the concealed leak and identify any repair work needed, and secondly any repair work.

### Concealed leak investigation

A concealed leak investigation may include but is not limited to:

- a. checking your property for obvious leaks
- b. using specialised equipment such as pipe location devices, acoustic listening devices and charging of the water system with inert gas etc.
- c. locating any concealed leak and marking its location or narrowing down the general location of the leak so it can be bypassed or isolated
- d. providing a quote for any rectification works.

A concealed leak investigation **does not include**:

- e. any repair or rectification works
- f. any repair of any obvious leaks.

## Repair work

The repair work involves any repair work identified from the concealed leak investigation as necessary to address a concealed leak, if you elect to have this work carried out. Please note that the repair work may need to be carried out or completed on a return visit.

All repair work carried out as part of the Services will be tested to ensure it operates correctly. All rubbish and surplus materials associated with the Service will be removed from your property.

The following work is excluded from the service:

- a. refinishing stenciled stamped or patterned concrete surfaces
- b. retiling any disturbed tiled surfaces
- c. re-water proofing any effected areas
- d. tree removal.

## 4. Ordering the services

### Concealed leak Investigation

To order a concealed leak investigation under the program you must either call **1800 558 552** or email your name and phone number to **concealedleaks@sydneywater.com.au** to book an appointment.

Appointments may be booked between 7.00 am to 4.00 pm, Monday to Friday (excluding public holidays).

When you book an appointment you are bound by these Terms and Conditions. Our plumber will attend your property to conduct a Concealed Leak Investigation within the scheduled appointment time. If the plumber is to be early or late by 15 minutes, a courtesy call will be made to you.

## Repair work

Where repair work is required our plumber we will provide you with a quote for the repair work. If you wish to accept this quote you must sign and return the Consent Form (provided with the quote) to Sydney Water within 28 days.

Where more than one property owner has accepted the Services, all those property owners will be jointly and severally liable for payment for the Services.

## 5. Cancelling the services

You may cancel an appointment without incurring any costs, by giving 4 hours' notice prior to a scheduled appointment time (or giving notice on the previous day for an appointment scheduled before 11 am).

To do this you must either call us on **1800 558 552** or email **concealedleaks@sydneywater.com.au**

If work has already commenced or a charge for the Services has already been incurred prior to you cancelling the Services, you will be liable for the cost of the work that that has been conducted

(on a pro rata basis), any work required to return property to a safe condition at Sydney Water's discretion, and any other charges incurred as identified in the Schedule of Services and Charges.

## **6. Authority**

When you order the Services:

- a. You represent and warrant to us that you are an owner of the property receiving the Services and have the capacity to accept and be bound by these Terms and Conditions of Supply, or if you are a tenant, you have your landlord's signed authority to have the Services provided in accordance with these Terms and Conditions.
- b. You consent to Sydney Water's personnel and contractors entering the property for the purposes of carrying out the Services.
- c. You accept full ownership and responsibility of any Goods provided as part of the Services.

## **7. Your obligations**

You must:

- a. be at the residential property (or an adult member of your household must be present) and be available to admit the plumber to supply the Services at the time of the appointment you have booked. Investigating a concealed leak requires different lengths of time to complete, but as an indicator, please allow for two hours
- b. give access to the plumber to those parts of the residential property to which the plumber requires access to enable the Services to be performed
- c. give the plumber such information as you may have at your disposal to assist in locating water service infrastructure at your residential property
- d. alert the plumber to any known risks or hazards of attending the residential property including but not limited to dogs, electrical/ wiring issues, unsafe flooring
- e. allow the plumber to photograph the water infrastructure, taps and toilet suite and surrounding areas if the plumber requires it
- f. if you agree that the Services you requested have been supplied, sign the Completion of Work form provided by the plumber
- g. pay all Charges for the Services supplied in accordance with these Terms and Conditions
- h. provide current contact details. If contact is unable to be made, your order for the Service will be cancelled and the appropriate charges will be added to your Sydney Water bill.

## **8. Charges – what do you have to pay and when do you have to pay it?**

### **What do you have to pay?**

- a. You must pay the Charges for Services supplied as set out in the Schedule of Services and Charges and any quote accepted by you. While the price provided in a quote is an estimate only, we will make reasonable efforts to achieve these prices.
- b. If you are not at home or available to take delivery of the Services at a scheduled appointment time, you must pay a Missed Appointment Charge as set out in the Schedule of Services and Charges.
- c. If the plumber attends your residential property and the leak investigation fails to locate your concealed leak you will not be charged provided the plumber provides confirmation to us that he was unable to do so. You must pay a surcharge for appointments that are booked outside of standard hours as set out in the Schedule of Services and Charges.
- d. If you are a tenant and you do not inform us of that fact or if you do not obtain the landlord's agreement to acquire the Services as required by clause 2, you agree to pay all Charges for the Services supplied in accordance with these Terms and Conditions.

### **When and how do you have to pay it?**

- e. You agree that all Charges for the Services will be added to your Sydney Water account for the property. Unless paragraph (e) applies, all Charges are payable in one single payment by the due date for payment of the Sydney Water bill to which the Charges have been added.
- f. If your Charges total over \$400 (including GST), you may elect to pay under a deferred payment option, whereby payment is made in four equal instalments over four consecutive Sydney Water bills. The deferred payment option is only available for those customers deemed eligible at Sydney Water's sole discretion. If you are to pay under the deferred payment option, or subsequently change your payment method, you must pay a deferred payment administration charge.
- g. If we omit to invoice you for any Charges in any Sydney Water bill rendered to you, we are not prevented from invoicing you after this.
- h. If your property is to change ownership before any part of the Charges are due but not paid in full, you agree to pay the Charges on or before the settlement of the transfer of the property. If the property changes ownership before any part of the Charges are due but not paid in full, you remain liable to pay the Charges in full.

## 9. Failure to pay charges

If you do not pay Charges in full by the due date we can at our option:

- a. charge you interest at the rate charged on overdue amounts on your Sydney Water account which is specified on your Sydney Water bill and/or
- b. restrict or disconnect the supply of other services to you in accordance with Sydney Water's Customer Contract.

## 10. Audit and inspection; compilation of statistics

- a. You consent to our review of your water usage over time to determine the impact of the Services on water use.
- b. For quality assurance and assessment, we may request your permission (or, if you are a tenant, the permission of the landlord) to audit and inspect the work performed under the program, after its completion. You are not obliged to accept this request.
- c. We may also request, over time, that you provide information about the electricity consumption of your residential property to assist us to compile statistics to determine whether the program is helping to save energy. You are not obliged to accept this request.
- d. The information we obtain under this clause will only be used for the purpose collating statistics and we will de-identify any information you provide to us for the protection of your privacy.

## 11. Privacy notice

All personal information that you submit to us in respect of the program is collected by Sydney Water Corporation (ABN 49 776 225 038) of 1 Smith Street Parramatta, NSW, 2124. You are not required by law to provide personal information to us but if you do not provide it, we will not be able to supply you with Services.

We collect the personal information for the purposes of administering the program, supplying Services to you under the program and assessing the impact of the program on water and energy consumption. We may also use your personal information to alert you to other service and product offerings we may have from time to time. We disclose your personal information to plumbers (including independent contracted plumbers) to enable them to supply the services you request.

We may disclose your personal information to our advisers if we need advice or to debt collectors if you fail to pay charges when due and payable.

You have a right to access your personal information that we retain. This clause does not affect the limitations on use of your information under clause 9(d).

## 12. Sydney Water's limitation of liability

- a. To the extent permitted by law, Sydney Water has no liability for any loss, injury or damage arising out of or in connection with the Services.
- b. To the extent permitted by law, Sydney Water's liability for a breach of a condition or warranty implied into these Terms and Conditions by the *Competition and Consumer Act* 2010 (Cth) other than a condition or warranty which cannot be excluded under that Act is limited to:
  - i. in the case of Goods, to the replacement of the Goods or the supply of equivalent goods
  - ii. in the case of Services, to any one of the following as determined by Sydney Water:
    - a. the supplying of the Services again
    - b. the payment of the cost of having the Services supplied again.

## 13. Governing law

These terms and conditions are governed by the laws of New South Wales and the parties accept the non-exclusive jurisdiction of the courts of New South Wales.

