

# Terms and conditions

## Sydney Water's WaterFix Program

The following terms and conditions apply to the WaterFix Program. Please read them carefully.

### 1. Eligibility:

- a. You must live in a residential property that has an authorised or approved connection to a water main owned by Sydney Water.
- b. If you are a tenant, you must have your landlord's authority to have this service done at the property as required in your tenancy agreement. All charges from the service will be charged to your landlord's Sydney Water account.
- c. You must not previously have had a Sydney Water Residential Retrofit or WaterFix service carried out on your property.

### 2. Sydney Water's offer:

Outlined in clause 6 a licensed plumber will:

- a. Install the following water efficient devices, where the existing fixture doesn't meet the same efficiency standard:
  - i. new 3 star rated showerhead from a range of showerheads on offer from Sydney Water or a flow regulator to make your existing showerhead more efficient.
  - ii. Water efficient 3 star rated flow regulator(s) or aerators on kitchen and basin tap fixtures.
  - iii. One cistern weight in single flush toilet fixtures or adjust suitable toilet to reduce the amount water it dispenses.
- b. Fix any repairable minor tap or toilet leaks, (time and discretion permitting).
- c. Repair or replace garden taps as decided by our plumber.
- d. Provide a report detailing the work done at your property.

Additional 3 star rated showerheads can be installed at a cost of \$22 each for the basic range and \$66 each for the premium range. Sydney Water's offer is open until the 30 June 2011.

### 3. What you need to do to accept the offer:

- a. Make an appointment with Sydney Water by phoning the designated freecall number or by registering online at [sydneywater.com.au](http://sydneywater.com.au)
- b. Sign the 'Completion of Work' form given to you by the plumber during their visit.
- c. Pay any relevant charges and give your nomination and consent as outlined in clauses 4, 5 and 6.

### 4. What you agree to pay and give to Sydney Water:

- a. To pay all service charges on your Sydney Water account or if you are a tenant, to pay all monies due and owing to Sydney Water for this service if you cannot provide evidence of your landlord's agreement to pay or if your landlord doesn't pay.

- b. To pay for a complete WaterFix service even if you only need part of the service to be delivered.
- c. To pay an additional charge (incl. GST) for each additional showerhead installed.
- d. To receive one free basic WaterFix service, you are required to hold a relevant concession card or approved Sydney Water issued voucher. This must be presented with your Sydney Water bill at the time of the plumber's visit. You must also own and reside at the property receiving the WaterFix service. If you are unable to meet these requirements, you agree to pay all relevant charges for the service.
- e. To have the devices installed in your property as part of this program for a minimum of seven years.

#### **5. Audit and inspection:**

- a. As a publicly owned utility, Sydney Water may need to check that the work was done. You give your consent for Sydney Water to carry out an inspection of your property for these purposes, provided it is within 12 months of the service being completed.
- b. Sydney Water may also need to show whether any electricity was saved. You consent to information on your property's energy account to be included in a statistical analysis of the WaterFix program.

#### **6. Limits of offer:**

- a. Sydney Water will provide one service per residential dwelling.
- b. Water efficient showerheads CANNOT be fitted to gravity fed or some instantaneous hot water systems.
- c. All new residential dwellings and alterations or additions which require a BASIX certificate are not eligible for a WaterFix service.
- d. Nothing in these terms and conditions will affect any statutory entitlement or any statutory obligation that we have to you, for any condition or warranty implied by the *Trade Practices Act*. If we are liable for such a breach or condition, our liability to you will be limited (but only if we are able) to:
  - i. in the case of goods, any one or more of the repair or replacement of the goods or the cost of having them replaced; or
  - ii. in the case of services, the supply of the services again or the payment of the cost of having the services supplied again. All other liability is excluded.
- e. Should you have any water efficient devices removed by Sydney Water, these devices remain the property of Sydney Water. The charge for the first showerhead is non-refundable, as this is used to cover plumber's time. If you have multiple showerheads removed by Sydney Water, you will be refunded for only the additional showerheads.
- f. This is not a customer contract as defined under the *Sydney Water Act 1994*. We will decide whether to pay you back for the additional shower head charge or have the goods or service resupplied.
- g. A 52 week product warranty and 13 week workmanship warranty is offered by Sydney Water through its contractor.

#### **7. Program changes:**

We may need to change any or all of the terms and conditions for the WaterFix Program or to cancel it before 30 June 2011. We reserve the right to do so at our discretion, and we will need to receive your order prior to any termination date for the program. The current controlled version of the terms and conditions is available on Sydney Water's website. Changes to the terms and conditions will be made known on Sydney Water's website and will be effective as of the day they are made known.

#### **8. Privacy notice:**

Sydney Water according to the *Privacy and Personal Information Protection Act 1998* ('*PPIP Act*') collects and manages the personal information you provide. Where it is necessary to provide services to you, this information may be given to contractors employed by Sydney Water. To ensure the protection of your information these contractors are also bound to comply with the *PPIP Act*.

This program requires you to provide information about yourself, if you choose to take part. Sydney Water may use this information to provide you with details about services and products that it considers may benefit your household unless you advise Sydney Water otherwise.

For further information or inquiries regarding privacy or access to your information, contact the Privacy Coordinator:

Email to:

[privacy@sydneywater.com.au](mailto:privacy@sydneywater.com.au)

Write to:

The Privacy Coordinator  
Sydney Water  
PO BOX 399  
Parramatta NSW 2124

**9. What our estimates of your savings are based on:**

- a. The prices for normal charges shown in this brochure are approximate only, (they include GST) and are based on average costs of water efficient devices at market rates.
- b. Average family savings are based on approximately \$85 each year from water savings of 21 kL a year, priced at 201.2c/LL (Tier 1) with 10.5 kL hotwater heated by 22 °C with an electric hot water system.
- c. Quoted prices are based on market information obtained by Sydney Water and are current from July 2010.

## Definitions:

We mean the following:

**'Basic' or 'Basic Range'** – consists of the Dorf Stayfast, Interbath Rainmaker and Flexispray Bermuda showerheads at a price of \$22 (including GST) each.

**'Completion of Work form'** – means the Completion of Work form supplied by the plumber at the time the service is provided.

**'Minor tap or toilet leaks'** - (indoor or outdoor) that can be repaired during the appointment with materials available.

**'Offer'** – Sydney Water's water saving service as part of its WaterFix Program.

**'premium range'** – consists of the Interbath Rio, Flexispray Calypso Handheld and Perfectflow showerheads at a price of \$66 (including GST) each.

**'Program'** – WaterFix Program.

**'Property'** – The property where the service is delivered.

**'Relevant concession card'** – Refers to a Pensioner Concession Card, Centrelink Health Care Card or a Veteran Affairs Gold Card.

**'Service'** – The service provided to you as part of Sydney Water's WaterFix Program, or previous program names, being its water saving service.

**'You'** – the person who books the appointment or who signs the 'Completion of Work' form when the service is carried out at the property. You also have any authority required by these terms and conditions before signing, which means the authority of the landlord if you are a tenant and, if you are not the holder of the electricity account for the property or you are only one of the persons on the electricity account for the property, the authority of all account holders. Nothing in these terms and conditions means that you are a 'Customer' of Sydney Water as that term is defined under Sydney Water's customer contract.

**'Our' or 'we'** – Sydney Water, its employees or contractors who perform this service, where appropriate.