

CONDITIONS OF CONNECTON

SECTION 145

WATER ACT 1989

1. GENERAL PROVISIONS

- 1.1 In these conditions,
- (a) **conditions** means these conditions of connection applying to the Property described above.
 - (b) **we, us** and **our** refer to South East Water Corporation.
 - (c) **you** and **your** refer to the owner of a property connected, or to be connected to our assets.
- 1.2 Our Customer Charter for residential customers is incorporated with these conditions. If there is any inconsistency between our Customer Charter and these conditions, these conditions prevail.
- 1.3 These conditions are binding on the current and future owners and occupiers of, the property under section 145 of the *Water Act 1989*.
- 1.4 The owner must ensure that the licensed plumber conducting the plumbing works at the property is provided with these conditions prior to work commencing.
- 1.5 Where a connection to our water supply system is requested, such a connection will also include Class A recycled water where it is available.

2. LICENSED PLUMBER

- 2.1 Any work which these conditions require you to undertake must be done by a licensed plumber, engaged by you and at your cost.
- 2.2 All plumbing work must comply with the current version of the Plumbing Code of Australia incorporating AS/NZS3500, our 'Water Metering and Servicing Guidelines' (available at www.southeastwater.com.au) and these conditions. The Victorian Building Authority (VBA) is the regulating authority for plumbing. The plumbing works must comply with the current relevant regulations and standards (Plumbing Standards). All enquiries relating to Plumbing Standards should be directed to the VBA on telephone 1300 815 127.

3. METERS

- 3.1 You must ensure that any meter installed at your property remains readily accessible to us to read, maintain or replace as required.
- 3.2 If there is no existing relevant meter at your property, we may require you to install one. If we do, the meter must:
- (a) be installed in accordance with the current version of the Plumbing Code of Australia incorporating AS/NZS3500 and our 'Water Metering and Servicing Guidelines', available at www.southeastwater.com.au; and
 - (b) be readily accessible for us to read, maintain or replace it, as required; and
 - (c) not be located within a building or other structure, including not behind locked security gates.
- 3.3 If we are unable to obtain ready or safe access to a meter installed at your property at any time in order to read it:
- (a) we may ask you to read the meter and to advise us of the reading, within a time which we nominate; and
 - (b) you must comply with our request; and
 - (c) if you do not comply, we may estimate your consumption through that meter for the period since the meter was last read.
- 3.4 If at any time we cannot access the meter in order to read it, we may require a remote meter reading device to be installed. If a device is required, you must pay the cost of the device and of installing it.
- 3.5 **Report of Stolen Meter.** In the instance where the meter is reported stolen from the property a replacement meter is required to be fitted by us. The meter replacement cost will be directly charged to the property owner or owner's agent. It is also the property owner's agent / property owner's responsibility to report this matter to Victoria Police.

4. DRIVEWAYS AND PAVING

- 4.1 Section 148 of the *Water Act 1989* prohibits you from building any structure or placing any filling:
- (a) within 1 metre laterally of any of our works on your land; or
 - (b) on any land over which an easement exists:
 - (i) in favour of us; or
 - (ii) for water supply sewerage or drainage purposes, without our consent.
- 4.2 Pursuant to section 148 of the *Water Act 1989*, we consent to you constructing a driveway or paving in such a way, provided that:
- (a) if constructing the driveway or paving requires any maintenance shaft or hole for our asset to be altered, we must do the necessary work at your cost;
 - (b) if the proposed paving or driveway will cover an existing dry tapping, the existing tapping must be relocated by us, at your cost;

- (c) you must remove any part of the driveway or paving, at your cost, if we ask you to, within such time as we determine;
- (d) we may remove any part of the driveway or paving, at any time and recover the cost from you; and
- (e) you must arrange for, and meet the cost of, reinstating any such driveway or paving.

Note: Our Customer Guidelines contain useful information about proposed structures or works adjacent to our assets. You can find them at

<http://southeastwater.com.au/Building/Pages/WorkNearAssetsEasements.aspx>

5. AMENDMENTS TO CONDITIONS

- 5.1 We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations, require an amendment to be made.
- 5.2 We may also amend these conditions if we consider that it is necessary to:
 - (a) ensure that you or we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our supplier of drinking water, recycled water or sewage treatment services, as the case requires; or
 - (b) manage or eliminate the risk of a significant effect on:
 - (i) the health or safety of anyone; or
 - (ii) any part of the environment; or
 - (iii) any of our works.

6. TECHNICAL SPECIFICATIONS

- 6.1 Installation of drinking and recycled water supplies
 - (a) In relation to both drinking and recycled water:
 - (i) **private water supply works**, (*onsite water supply plumbing*) in relation to a serviced property, means the property service pipe (including any backflow prevention device and any other fixtures or fittings other than a water meter) from the outlet of any fixtures installed on the serviced property to the property service works, but does not include any extended private water supply works.
 - (ii) **property service works**, (*external water supply connecting works*) in relation to a serviced property, means the property service pipe (including any stop valves and any other fixtures or fittings other than a water meter) from a water main of a water corporation to:
 - the primary meter; or the property boundary if the primary meter is more than 2 metres inside the property boundary; or
 - the first accessible stop valve:
 - where the primary meter or part of the property service pipe is within or beneath the walls of a structure built on the serviced property; or
 - where there is no water meter.

- 6.2 Your licensed plumber must identify the locations of the **dry tapplings (property service works)** serving the property and verify that the location is clear of proposed buildings, driveways, paving and fencing. If the dry tapplings are not available, or are not appropriately located within the property, contact us for servicing requirements.
- 6.3 If you have not previously advised us of the date on which you require a connection to be made, you must give us at least 4 working days' notice of the date upon which you want the connection to be made.

Please note: All dry tapping installations / alterations shall be carried out by us at the owner's cost.

- 6.4 Where your property has existing **dry tapplings - Drinking Water / Recycled Water:**

We will arrange to install the property service and connect it to our supply system. You must pay the relevant connection fee approved by the Essential Services Commission;

- 6.5 In the case of a **drinking water dry tapping**, we will install a ball valve, dual check backflow prevention device, tap riser, timber stake, bib tap and hose connection vacuum breaker.
- 6.6 In the case of **recycled water dry tapping**, we will install a ball valve, dual check water meter, tap riser, timber stake, and a purple class A recycled water 5/8 inch inlet thread tap and sign reading "Recycled water Do not drink"
- 6.7 The recycled water meter inlet ball valve will be closed and fitted with a 'Locking Device' by us at the time of connection to the property.
- 6.8 The 'Locking Device' is only to be removed by us for the purpose of conducting the commissioning inspection of internal Recycled Water Plumbing.
- 6.9 Penalties apply for unauthorised removal of the 'Locking Device'.

If any existing drinking water or recycled water service to your property is to be disconnected, specific conditions apply. Contact us for details.

7. DRINKING WATER USAGE CONDITIONS

For as long as we also provide a supply of recycled water to your property, you must not use drinking water which we supply for; toilet flushing, washing down outdoor furniture or the exterior of your house.

8. RECYCLED WATER CONDITIONS

The following conditions apply for recycled water and drinking water **private water supply works:**

- 8.1 Recycled Water Tapware & Fittings
 - (a) External Tapware

A recycled water 5/8 inch inlet thread tap and sign reading "Recycled water. Do not drink" must be installed to service the rear external area of the property. Any pipe, tap or other fitting used or intended to be used to supply recycled water on your side of the recycled water meter must be purple and must not be painted any other colour.

- (b) Washing Machine Taps
 - (i) **For horizontal tap installations:** a recycled water washing machine stop tap **must** be installed on the right side of the cold water tap (hot, cold and then recycled water)
 - (ii) **For vertical tap installations:** a recycled water washing machine stop tap **must** be installed beneath the cold water tap (hot, cold and then recycled water)
 - (iii) 5/8" female threaded stop tap complete with **purple** handle and standard 3/4" outlet
 - (iv) 5/8" male lugged elbow
 - (v) Cover plate with laser etched prohibition warning that complies with AS1319 stating "Recycled water Do Not drink"

8.2 Recycled Water Internal Plumbing Systems and Inspection Rights

- (a) You must ensure that the installations of the connecting works for recycled water and drinking water are completed in accordance with these conditions and the current version of the Plumbing Code of Australia incorporating AS/NZS3500 at your cost.
- (b) Recycled water plumbing inspections must be booked at three mandatory stages. Inspections will be undertaken by us in accordance with our Single Residential Recycled Water Plumbing Inspection procedure available at www.southeastwater.com.au.
- (c) We may enter the property to which these conditions apply at any reasonable time at your cost to perform an inspection to establish compliance with clause 8.2(a) and (b).
- (d) The purpose of inspection by us is to assess the recycled water works on a risk based approach having regard to the Dual Pipe Water Health and Environmental Risk Management, EPA Publication 1015.1 (as amended or replaced from time to time), in particular to guard against cross connection. We do not inspect for the purpose of assessing compliance with any Plumbing Standards, those responsibilities are with the owner and the owner's licensed plumber and regulated by the VBA.
- (e) These rights of entry and inspection in (c) above are in addition to and do not substitute for or replace or diminish any other rights of entry that we may have under the *Water Act 1989* or otherwise by law.
- (f) Notwithstanding the exercise of these inspection rights and any defects in respect of Plumbing Standards observed by us:
 - (i) we are not responsible for any defect whatsoever in your private water supply works or their rectification and any such defect remains your responsibility for rectification (whether or not any such defect is one discovered by us) through the engagement of plumbing services to the standard specified in clause 8.2(a);
 - (ii) we may notify the VBA of any defect observed.

8.3 Refusal to Connect / Disconnection

Any failure to comply with these conditions may result in:

- (a) a refusal of us to allow the connection; or
- (b) the disconnection of any existing connection,
to the recycled water supply.

8.4 Pressure Testing Of Recycled Water Internal Plumbing Systems

Where the pressure testing of pipework installed for the provision of Class A Recycled Water requires a temporary interconnection with the drinking water supply plumbing, such interconnection must be removed by your plumber prior to the Stage 3 commissioning inspection and occupation of the building.

8.5 Owner's Responsibilities

(a) Notify others

You are responsible for:

- (i) notifying members of your household, tenants of and visitors to, your property that it is supplied with recycled water; and
- (ii) explaining to them the purposes for which recycled water may and may not be used; and
- (iii) ensuring that all such persons comply with sub-clause 8.5(b).

(b) Use of recycled water

(i) You may only use recycled water which we supply for the following purposes:

- (a) watering gardens (including vegetable gardens);
- (b) toilet flushing;
- (c) clothes washing;
- (d) car washing;
- (e) washing down outdoor furniture and the exterior of your house;
- (a) filling or topping up ornamental water features and ponds that are not used for swimming; and
- (b) fire fighting.

(ii) You may only use recycled water which we supply to you in accordance with the current version of the Health and Environment Management Plan for the development in which your property is situated. That Plan may be inspected either on our website or at our offices.

(iii) You must ensure that only the minimum possible volume of recycled water runs off your property to the stormwater system.

(iv) You must not use recycled water, or allow it to be used for any purpose other than a purpose mentioned in paragraph 8.5(b).

(c) Stopping your use of recycled water

You must stop using recycled water whenever we ask you to under this clause and must not resume using recycled water until advised by us. We will only ask you to stop using recycled water if:

- (i) we need to inspect, do work on or close down our assets for supplying recycled water; or
- (ii) we consider that, if you continue to use recycled water this may lead you or us not to comply with:
 - the uses permitted under paragraph 8.5(b) or
 - the current version of the Health and Environment Management Plan for the development in which your property is situated; or
 - any guidelines for the use of recycled water from time to time issued by the Environment Protection Authority, the Department of Human Services or other appropriate authority; or
 - any law relating to health, safety or the environment; or
 - our agreement with our supplier of recycled water; or

- (iii) we consider that, if you continue to use recycled water, there is, or is reasonably likely to be, a risk that would endanger human life or any part of the environment, or compromise the health or safety of any person, or the safety of our works.

We will do all we reasonably can to allow you to resume using recycled water as soon as possible after asking you to stop under this clause.

8.6 Alterations / Additions to Private Water Supply Works

It is a condition for the on-going supply of recycled water that:

- (i) any alteration or addition to the private water supply works be carried out by a licensed plumber, and
- (ii) that on completion of the alteration or addition a cross-connection check is completed successfully by your licensed plumber working in accordance with the current version of the Plumbing Code of Australia incorporating AS/NZS3500, our 'Water Metering and Servicing Guidelines' (available at www.southeastwater.com.au). In the event of a failed cross connection check you must notify South East Water.

8.7 Suspending or restricting our supply of recycled water

- (a) In addition to our powers to reduce or restrict supplies of recycled water under the *Water Act 1989*, we may temporarily or permanently suspend our supply of recycled water to your property if:
 - (i) our supplier of recycled water temporarily or permanently ceases or restricts supplies of recycled water to us; or
 - (ii) recycled water which we receive from our supplier does not meet Class A standard; or
 - (iii) an event beyond our reasonable control prevents us from supplying Class A recycled water to your property
- (b) We may, at our discretion, temporarily substitute a supply of drinking water for recycled water which we would otherwise supply.

9. INDEMNITY

9.1 You indemnify us against:

- (c) all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- (d) all proceedings, prosecutions or demands brought or made against us by anyone, whether directly or indirectly as a result of you failing to perform any of your obligations under these conditions, except to the extent that your failure has been caused by our negligence.

9.2 You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of us:

- (a) asking you to cease using recycled water under sub-clause 8.4(c); or
- (b) temporarily or permanently suspending or restricting the supply of recycled water to you under clause 8.6 or
- (c) amending these conditions under clause 5.

- 9.3 You must pay us any costs we reasonably incur in:
- (a) making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
 - (b) inspecting our assets or works to see if such damage has been caused.

10. SEWERAGE CONDITIONS

- 10.1 In this condition, **connecting works** means the sanitary drains and fixtures on or serving your property, connected or intended to be connected directly or indirectly to our sewer.
- 10.2 You must ensure that your licensed plumber prepares an accurate plan (Property Sewerage Plan) of the below-ground connecting works as installed on your property and gives us a copy within 5 business days after the connecting works have been completed. The plan must be in a format approved by us.

11. PLANS

- 11.1 We do not represent that any plan enclosed with this letter, nor any of the information it contains, is accurate, adequate or complete;
- 11.2 To the extent possible, any condition or warranty which might otherwise be implied by law in relation to a plan is hereby excluded.
- 11.3 You must indemnify and release us from any liability which might otherwise arise in relation to any such plan.
- 11.4 You must ensure that your licensed plumber:
- (a) makes independent enquiries about the location of each asset and boundary and about each relevant dimension shown on a plan; and
 - (b) proves the location of every asset on the land by hand, before commencing work.