

New building plan approvals through Sydney Water Tap in™

When Sydney Water Tap in™ is used, instead of receiving a stamp on their approved building plan, customers will receive an approval receipt.

The approval receipt will specify whether the building plan has either been approved (or not approved and referred to a Water Servicing Coordinator).

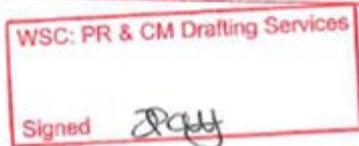
Refer to the attachment for the new look approval receipt.

You should accept approval receipts dated from November , 2015

We encourage you to pass on this information to all customers who will be directly affected with the new process.

Approvals by Water Servicing Coordinator

Water Servicing Coordinators, as accredited suppliers, will continue to stamp plans and these stamped building plan approvals (see below) are acceptable until further notice.



Please remember that there will be a one month period where you will see the old stamped plans, as well as the new approval receipt generated by Sydney Water Tap in™

Who can answer my questions?

If you have any questions in the meantime or you would like to arrange a meeting with one of our Business Customer Representatives, please email swtapin@sydneywater.com.au or call Debbie Sheedy 8849 4165 or 0466 329 794.

John Smith

23/09/2015

Application reference number: SW-34329964
 Application date: 23/09/2015

Building Plan Assessment

Property address: 1 Smith Street, Parramatta 2150
 Lot details: Lot D, Deposited Plan 999999
 Property Number: 1234567

Dear John Smith

Sydney Water approves of the proposed works as they are unlikely to impact our infrastructure, based on the provided information.

This Approval of your building plan is provided subject to the Conditions and Important Information issued to you by Sydney Water, which you are taken to have accepted by using the approval.

This Approval is based on the information you provided to us for your Sydney Water Tap in.

If any of the information you have provided is incorrect or incomplete, Sydney Water may revoke this Approval.

This approval is valid until 23/09/2016 (one year).

The structures and information you supplied are displayed below.

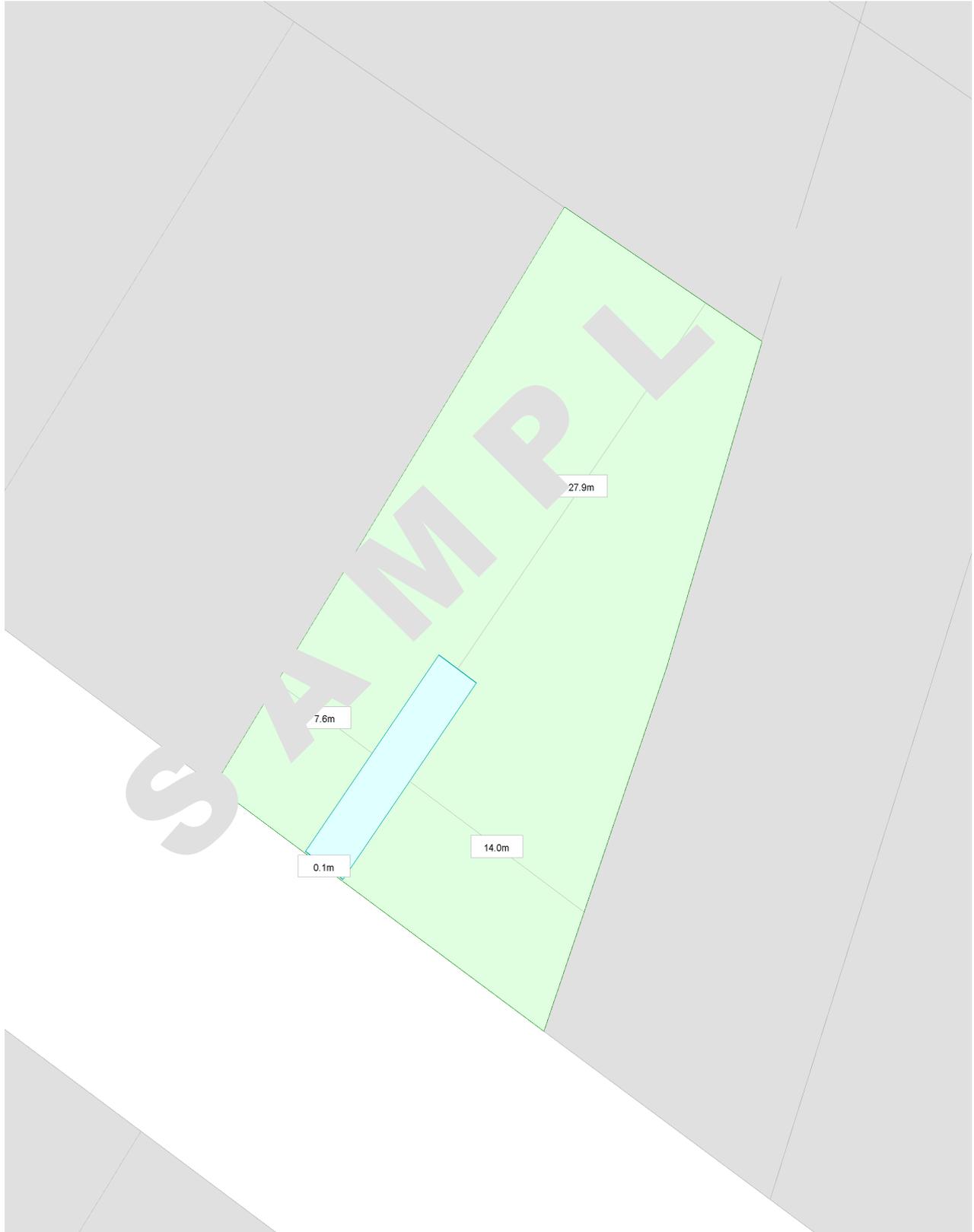
Table 1. Structure(s) that will not impact Sydney Water infrastructure

| | | |
|-------------|-------|------------------------------|
| Structure 1 | Drive | 15.0 x m x 3.0 x m x 0.0 x m |
|-------------|-------|------------------------------|

Structure 1 of 1: Driveway

Application reference number: SW-34329964
Property address: 1 Smith Street, Parramatta 2150
Lot details: Lot D, Deposited Plan 999999
Property Number: 1234567

This structure will not impact Sydney Water infrastructure.



CONDITIONS AND IMPORTANT INFORMATION
ATTENTION: YOU MUST READ THE INFORMATION BELOW

1. Your building plan is assessed for approval by an automated system based on information you provide about the plan using Sydney Water Tap in™. Sydney Water does not make any representation or give any guarantee, warranty or undertaking (express or implied) as to the currency, accuracy, completeness, effectiveness or reliability of the assessment or any subsequent approval generated by the automated system.

2. It is your responsibility to ensure that the information you provide using Sydney Water Tap in™ about your building plan is correct and complete.

Sydney Water Tap in™ does not use your building plan diagram for assessment and relies solely on the information provided by you about your plan. However, for audit purposes we will link your building plan to your assessment.

If any of the information that you have provided for this assessment is incorrect or incomplete any subsequent approval generated through Sydney Water Tap in™ will be revoked.

You agree to immediately take all necessary measures within your control to correct any incorrect or incomplete information made knowingly or negligently by you, your agents, contractors or employees if

- a. Sydney Water determines that you have provided incorrect or incomplete information; or
- b. You become aware that you have provided incorrect or incomplete information.

3. You accept each of the following conditions by using Sydney Water Tap in™. To the fullest extent permitted by law:

a. all conditions and guarantees concerning any approval generated by Sydney Water Tap in™ (whether as to quality, outcome, fitness, care, skill or otherwise) expressed or implied by statute, common law, equity, custom or usage or otherwise are expressly excluded and to the extent that those statutory guarantees cannot be excluded, the liability of Sydney Water to you is limited to the following as nominated by Sydney Water in its discretion, which you agree to accept as a remedy

- i. the supplying of the approval again; or
- ii. payment of the cost of having the approval supplied again;

b. in no event will Sydney Water be liable for, and you release Sydney Water from all Losses arising out of or in connection with you providing incorrect or incomplete information about your building plan for automated assessment (and any subsequent approval generated based on that information):

- i. whether arising under statute or in contract, tort or any other legal doctrine, including any negligent act, omission or default (including wilful default) by Sydney Water; and
- ii. regardless of whether Sydney Water is or ought to have been aware of, or advised of, the possibility of such loss, costs or damages;

c. you will indemnify, defend and hold harmless Sydney Water from and against all Losses of Sydney Water in respect of, or in connection with loss or damage to any property, personal injury (including death or illness of any person), arising out of or in connection with:

- i. you providing incorrect or incomplete information to Sydney Water about your building plan for automated assessment (and any subsequent approval generated based on that information); or
- ii. any third party claim against Sydney Water; and

d. you assume all risks associated with the use of Sydney Water Tap in™ and Sydney Water Websites, including risk to your computer, software or data being damaged by any virus, and you release and discharge Sydney Water from all Losses which might arise in respect of your use of the Websites.

4. Subject to condition numbered 3(c) in this document, your liability under condition numbered 3(c) in this document is reduced to the extent that the loss, liability, expense or damage:
 - a. is caused solely and directly by any negligent act or omission of Sydney Water; or
 - b. could not reasonably be foreseen and was not reasonably within the contemplation of you and Sydney Water at the time of the loss, liability, expense or damage.
5. Sydney Water Tap in™ automatically assesses your buildings/building works impact on Sydney Water's pipes and structures. You are responsible for, amongst other things:
 - a. protecting underground structures, including Sydney Water's pipelines, from damage and interference;
 - b. maintaining minimum clearances between Sydney Water's structures and structures belonging to others;
 - c. preventing loss or damage to any property, personal injury (including death or illness of any person) arising out of or in connection with you providing incorrect or incomplete information to Sydney Water about your building plan for assessment (and any subsequent approval generated based on that information);
 - d. repairing or making good loss or damage to any property or the environment arising out of or in connection with you providing incorrect or incomplete information to Sydney Water about your building plan for assessment (and any subsequent approval generated based on that information);
 - e. ensuring that connection(s) to Sydney Water's sewer, watermain or stormwater are only made following approval from Sydney Water;
 - f. ensuring that all proposed fittings will drain to Sydney Water's sewer;
 - g. ensuring all plumbing and drainage works comply with the relevant codes and standards, and do not interfere with Sydney Water's pipes, structures or assets;
 - h. ensuring that gullies, inspection pits and boundary traps are not placed under any roof, balcony, verandah, floor or terrace, or unless otherwise approved by Sydney Water; and
 - i. notifying Sydney Water immediately of any damage caused or threat of damage to Sydney Water's structures.
6. **"Sydney Water"** means Sydney Water Corporation ABN 49 776 225 038 and its employees, agents, representatives and contractors. References to **"you"** include references to your employees, agents, representatives, contractors, executors, administrators, successors, substitutes, assignees or anyone else using the approval. References to **"Losses"** means all liabilities, losses, damages, expenses, compensations, fines, penalties, charges and costs (including legal costs) on a full indemnity basis and whether incurred or awarded) of any kind or nature however they arise and whether they are present or future, fixed or unascertained, actual or potential, and including any loss of profits, loss of revenue or loss of opportunity. To the extent of any inconsistency, the conditions numbered 1 to 6 in this document will prevail over any other information provided or made available to you by Sydney Water.

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days).

Further information

For more information you can email connections@sydneywater.com.au or call 13000XXXX