

Building plan assessment application

Application number: 688381
Property address: 19 Surfers Pde, Freshwater 2096
Lot details: Lot 28, Deposited Plan 5466

07/08/2019

Dear Rebecca O'Connell

Your building plan assessment application has been

APPROVED

This Approval 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 through 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 06/08/2020 (one year).

ANY QUESTIONS?

Email us
swtapin@sydneywater.com.au

Call us
1300 082 746

STRUCTURES

The structures and information you supplied are displayed below.

Structure(s) that will not impact Sydney Water infrastructure

Structure 1	Swimming pool	10.5 m x 4.4 m x 2.1 m
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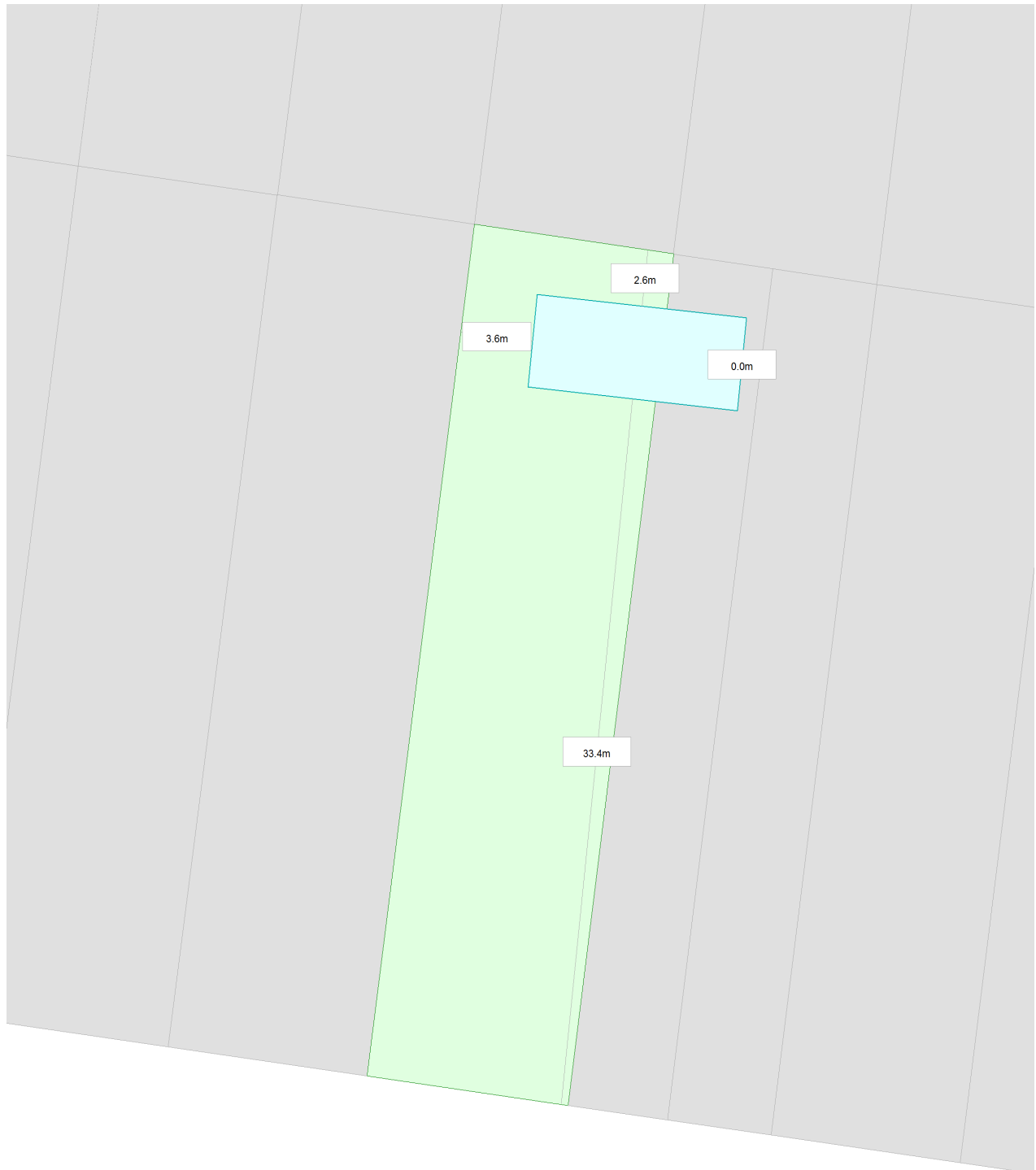
Structure 1 of 1: Swimming pool

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This structure will not impact Sydney Water infrastructure.



CONDITIONS AND IMPORTANT INFORMATION

Conditions and Important Information

Attention: You must read the information below.

- 1 The approval of your building plan by Sydney Water (Approval) has been generated by an automated system based on the information you have provided to Sydney Water through the 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 Approval.
- 2 It is your responsibility to ensure that the information is correct and complete when submitting your building plan for approval through Sydney Water Tap in and, if any of the information is incorrect or incomplete, to resubmit information that is correct and complete. If any of the information that you have provided is incorrect or incomplete, this may result in the revocation of the Approval.
- 3 The Approval is provided on each of the following conditions which you are taken to have accepted by using the Approval. To the fullest extent permitted by law:
 - (a) all conditions and guarantees concerning the Approval (whether as to quality, outcome, fitness, care, skill or otherwise) expressed or implied by statute, common law, equity, trade, 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 either of the following as nominated by Sydney Water in its discretion, which you agree is your only 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 to Sydney Water in connection with the Approval:
 - 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 in connection with the Approval; or
 - ii. any third party claim against Sydney Water; and
 - (d) you assume all risks associated with the use of the 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 The position of the proposed building/building works in relation to Sydney Water's pipes and structures is satisfactory. 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 in connection with the Approval;
 - (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 in connection with the Approval;
 - (e) ensuring that connections to Sydney Water's sewer, watermain or stormwater are only be made following the issue of a permit to a licensed plumber/drainier;
 - (f) ensuring that all proposed fittings will drain to Sydney Water's sewer;
 - (g) ensuring that all plumbing and/or drainage Work is to be carried out in accordance with the NSW Code of Practice, AS 3500 and the Sydney Water Act 1994;
 - (h) ensuring that gullies, inspection shafts and boundary traps are not placed under any roof, balcony, verandah, floor or other cover 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 and its employees, agents, representatives and contractors. References to "you" include references to your employees, agents, representatives, contractors, executors, administrators, successors, substitutes, assigns and 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 contingent 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 92 (24 hours, 7 days).