



KOD TATA AMALAN

CODE OF PRACTICE

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Ranhill
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Perlindungan Data Peribadi

UNTUK SEKTOR UTILITI (AIR)

Personal Data Protection

FOR THE UTILITIES SECTOR (WATER)





CODE OF PRACTICE

Personal Data Protection

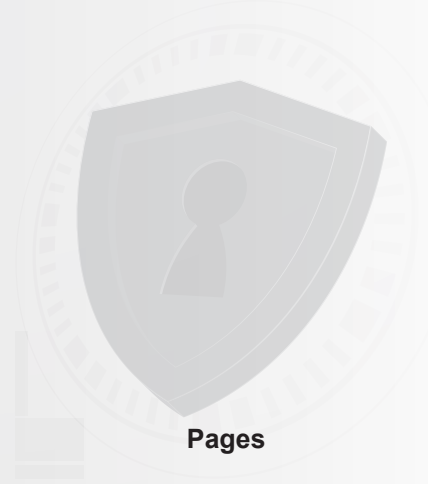
FOR THE UTILITIES SECTOR (WATER)





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1. PURPOSE AND SCOPE OF THIS CODE OF PRACTICE (“Code”)

- 1.1 This Code is developed by Data Users (as hereinafter defined) under Section 23 (1)(b) of the Personal Data Protection Act 2010 (“Act”) and is applicable to the Utilities Sector (Water) only. This Code make reference to the following provision of laws:
 - (i) Water Services Industry Act 2006; and
 - (ii) Water Services Industry (Water Supply Services Agreement Between Consumer and Water Distribution Licensee) Rules 2014.
- 1.2 This Code shall come into force on the date to be determined and registered by the Personal Data Protection (“PDP”) Commissioner.
- 1.3 The scope of this Code is limited to the processing of personal data of a registered Data Subject with Data User pursuant to the water supply services.
- 1.4 Every Data User is required to develop and implement their respective standard operating procedures and policies in line with the requirements under the Act and this Code.

2. DEFINITION

(i)	Data User	<p>Data Users under this Code shall include -</p> <ul style="list-style-type: none"> (i) Air Kelantan Sdn Bhd (291969-M); (ii) Kuching Water Board; (iii) LAKU Management Sdn Bhd (345736-A); (iv) Lembaga Air Perak; (v) Pengurusan Air Pahang Bhd (805752-D); (vi) Pengurusan Air Selangor Sdn Bhd (393257-T); (vii) Perbadanan Bekalan Air Pulau Pinang Sdn Bhd (475961-X); (viii) Ranhill SAJ Sdn Bhd (476718-H); (ix) Sibu Water Board; (x) Syarikat Air Darul Aman Sdn Bhd (854184-W); (xi) Syarikat Air Melaka Berhad (712238-W); (xii) Syarikat Air Negeri Sembilan Sdn Bhd (765891-T); (xiii) Syarikat Air Perlis Sdn Bhd (733856-A); and (xiv) Syarikat Air Terengganu Sdn Bhd (453286-D). <p>The Data Users above are listed under Order 11, Personal Data Protection (Class of Data Users) Order 2013, and shall include any other entities as may be gazetted by the PDP Commissioner from time to time.</p>
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(ii)	Personal Data	Personal data referred to in this Code means any personal data or information of a registered Data Subject which are processed by Data User in relations to water supply services;
(iii)	Sensitive Personal Data	Sensitive personal data means as defined in the Act and includes any sensitive personal data or information processed by Data User. Nothing in this Code shall limit the prerogative of Data User from collecting Sensitive Personal Data, provided that it is collected and kept in accordance with the Act.
(iv)	Data Subject	Data Subject means an individual who is or was a registered consumer of a Data User by virtue of the water supply services.
(v)	Commercial Transaction	A commercial transaction under this Code shall mean any transaction of a commercial nature transacted for the purpose of the water supply services and any matters related to it.
(vi)	Data Processor	A Data Processor, in relation to personal data, refers to any person or company who processes personal data or on behalf of a Data User, which may include the following class of service provider, contractors, plumbers, debt collecting agencies, data processing service provider, solicitors, auditors, consultants, advisors or any other party that may be engaged by the Data User for the purpose of and in relation to the water supply services.

3. GENERAL PRINCIPLE

3.1 General Principle

This principle requires Data Users to adhere to the restrictions imposed on the processing of Data Subjects' Personal Data and Sensitive Personal Data..

3.2 Requirement Under General Principle

The processing of Personal Data including Sensitive Personal Data can only be processed if: -

- (i) Data Subject has given their consent;
- (ii) Personal Data is processed for a lawful purpose;
- (iii) processing of Personal Data is necessary for or directly related to the purpose;
- (iv) Personal Data collected is adequate, relevant and not excessive to the purpose for which Personal Data is processed.

3.3 Obtaining Data Subject's Consent

- 3.3.1 Data User may obtain Data Subject's consent in any method capable of being recorded and maintained by the Data User.
- 3.3.2 Consent can be evidenced and recorded from execution of the water supply agreement by Data Subject. A copy of Water Supply Agreement under the Water Services Industry (Water Supply Services Agreement Between Consumer and Water Distribution Licensee) Rules 2014 is appended as Appendix 2.
- 3.3.3 Consent can be given on behalf of Data Subject:
- (i) By any authorized representative of Data Subject acting under any legal documents; or
 - (ii) By a person authorized in writing by Data Subject to act on his or her behalf.
- 3.3.4 Notwithstanding the above, consent from Data Subject is not required for the following purposes -
- (i) For the water supply application with a view of entering contract for water supply services with Data User. For avoidance of doubt, the execution of the Water Supply Agreement under the Water Services Industry (Water Supply Services Agreement Between Consumer and Water Distribution Licensee) Rules 2014 by a Data Subject shall be deemed to be a consent from Data Subject for the water supply application.
 - (ii) For the performance of the water supply services or a contract to which the Data Subject is a party;
 - (iii) To comply with any legal obligations of Data User other than obligation imposed by a contract;
 - (iv) To protect vital interest of Data Subject;
 - (v) for the administration of justice;
 - (vi) for the exercise of any functions conferred upon on any person under any law or if an order from court of law required disclosures of Personal Data; and
 - (vii) where expressly exempted or permitted by the Act.

3.4 Collection Of Personal Data

- 3.4.1 For the purpose of application for water supply services, Data User may collect the following Personal Data which may include but not limited to -
- (i) Name;
 - (ii) Identification card or Passport number;
 - (iii) Address of the premise and/or postal address;
 - (iv) Contact details such as address, phone number, telephone number, facsimile number and email address;
 - (v) Account Details for water supply; and
 - (vi) Personal Data derived from any legal documents given by the Data Subject including but not limited to Land Title/Grant, Sale & Purchase Agreement, Tenancy Agreement, Letter of Administration, Grant of Probate, Power of Attorney, Birth Certificate and Death Certificate to prove the eligibility.

3.4.2 Where Data Users introduce collection of Personal Data via on-line, Data User shall ensure that the electronic submissions are properly secured, locked and protected to safeguard Data Subject's Personal Data.

3.5 Collection Of Sensitive Personal Data

Any Sensitive Personal Data may be collected and processed by Data User provided that it is done according to Section 40 of the Act.

4. NOTICE AND CHOICE PRINCIPLE

4.1 Notice And Choice Principle

This principle requires Data User to provide a written notice to Data Subject prior to or as soon as practicable when collecting and processing their Personal Data (hereinafter referred to as "Privacy Notice").

4.2 Requirement For Written Notice

- (i) The Privacy Notice must be publicly available, setting out the privacy practice of a Data User. An example of a template of a Privacy Notice of a Data User is appended as Appendix 1.
- (ii) The Privacy Notice must be written in both Bahasa Malaysia and in the English language. In the event of conflict in the interpretation of The Privacy Notice, the interpretation in Bahasa Malaysia version shall prevail.

4.3 When Privacy Notice Must Be Issued

The Privacy Notice must be communicated by the Data User to the Data Subject either on the followings -

- (i) When Data User collects the Personal Data of Data Subject for the purpose of entering into contract with Data Subject; or
- (ii) As soon as practicable thereafter.

4.4 Method Of Communications

Data User may communicate the Privacy Notice to Data Subject by one or more of the following method -

- (i) by posting the Privacy Notice on the website of a Data User; or
- (ii) by prominently displaying a summary of the Privacy Notice at the Data User's place of business;
- (iii) making available the Privacy Notice upon request by Data Subject at Data User's customers counter; or
- (iv) by inserting a statement in the application/registration forms referring to the Privacy Notice, and providing details of corporate website address/link, or email or telephone number for Data Subjects to request for further information.

5. DISCLOSURE PRINCIPLE

5.1 Disclosure Principle

This principle restricts Data User from disclosing Data Subject's Personal Data, unless such disclosure is made pursuant to the Privacy Notice and in accordance with relevant laws or with consents from Data Subject. An example of list of disclosure is appended in Appendix 3 for guidance only. Data Users shall develop their respective list of disclosure which meets their business requirement.

5.2 Compliance To The Disclosure Principle

To comply with the Disclosure Principle, Data User shall ensure -

- (i) That the disclosure is in accordance with the relevant laws;
- (ii) The disclosure must be directly related to the purpose referred to during the collection of Personal Data;
- (iii) the disclosure is being made to the parties referred to in the Privacy Notice or to a class or categories of parties identified in the Privacy Notice; or
- (iv) Obtain the consent of Data Subject if the disclosure is not in accordance with the Privacy Notice; and
- (v) take reasonable steps to keep a brief or summary record of all disclosure of Personal Data of a Data Subject which are not in accordance of the Privacy Notice.

5.3 Permissible Disclosures Under The Code

Data User may disclose Personal Data to any parties not mentioned in the Privacy Notice under the following circumstances -

- (i) Data Subject has given his/her consent;
- (ii) To prevent or detect a crime or for investigations;
- (iii) Authorised by any law or by court order;
- (iv) To discharge regulatory functions to regulatory body, law enforcement agency or any other government agency;
- (v) Data User reasonably believe that it has in law the right to disclose the Personal Data;
- (vi) Data User reasonably believe that Data Subject will consent;
- (vii) For public interest in accordance with existing laws;
- (viii) For assessment or collection of tax in accordance with existing laws;
- (ix) For statistic or research with anonymous result approved or recognised by the relevant authorities.

6. SECURITY PRINCIPLE

6.1 Security Principle

This principle requires Data User to take practical steps to protect Personal Data from any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or destruction when processing Personal Data.

- 6.2.1 Data User is required to put in place procedures and practical steps to maintain the security of all Personal Data in its possession and within its control, to prevent unauthorized or unlawful processing of Personal Data, and against the accidental loss of or damage to Personal Data.
- 6.2.2 To comply with the Security Principle, Data User may take a risk- based approach in deciding level of security required to be adopted and to take practical steps having regard to the following:
- (i) The nature of the Personal Data and the harm that would result from such loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or destruction;
 - (ii) The place or location where the Personal Data is stored;
 - (iii) Any security measures incorporated into any equipment in which the Personal Data is stored;
 - (iv) The measures taken for ensuring the reliability, integrity and competence of personnel having access to the Personal Data; and
 - (v) The measures taken for ensuring the secure transfer of the Personal Data;
 - (vi) Any closed circuit television if installed, shall be for the purpose of crime prevention and safety surveillance only.

6.3 Data Processor

If a Data User engages or contracts with Data Processor to process any Personal Data on its behalf, the Data User should ensure the followings -

- (i) it must consider and choose such Data Processor with due care;
- (ii) specific provisions of sufficient guarantees, undertaking, warranties or representations by Data Processor in relation to appropriate security measures governing the processing of Personal Data;
- (iii) Any arrangement for processing of Personal Data between Data User and the Data Processor must be evidenced in writing; and
- (iv) Any agreement with Data Processor must have specific provision relating to confidentiality obligations.

7 RETENTION PRINCIPLE

7.1 Retention Principle

This principle restricts Data User from keeping Personal Data processed for any purpose longer than is necessary for the fulfilment of the purpose.

7.2 Compliance To The Retention Principle

A Data User may retain, keep or hold Personal Data of a Data Subject for as long as it is necessary to fulfil the purpose for which it was collected and in relation to Data User's business requirements provided that the retention is done according to the relevant legal and statutory requirements. Subject to any laws, regulations,

rules, orders or guidelines otherwise govern the requirement for any of the Data User to maintain, keep or retain particulars of Data Subject, Data User shall not retain any Personal Data of a Data Subject who are no longer a registered customer of a Data User more than ten (10) years from the termination of water supply services save and unless there exists any other issues as regards to or with the Data Subject that warrant the Data User to maintain the particulars of the Data Subject.

7.3 Retention Standard Of Personal Data

The Act does not specify the specific duration for which Personal Data may be kept. Data User is therefore required to keep Personal Data for as required under any relevant statutory laws and legislations and/or in accordance with their respective company policies and procedure. Personal Data may be retained beyond the required applicable statutory period if such retention is necessary by showing reasonable faith for it for the followings -

- (i) Legal proceedings or investigations or regulatory requirement to keep the data; or
- (ii) Prevention of crime; or
- (iii) Information that is considered to be potential of historical importance.

As an alternative to destroying or permanently deleting Personal Data, Data User may anonymize Personal Data. Anonymised Personal Data is not considered as Personal Data as it is not identifiable to any individual or particular of Data Subject.

7.4 Process

Termination of water supply services. Data User shall develop their respective policy to determine the period of retention of Personal Data for Data Subject who has ceased as registered Data Subject for –

- (i) termination of water supply services by requests from Data Subject; and
- (ii) termination of water supply services other than by request of Data Subject for instance, termination of water supply services due to enforcement activities.

8. DATA INTEGRITY PRINCIPLE

8.1 Data Integrity Principle

This principle requires Data User to take reasonable steps to ensure that the Personal Data processed is accurate, complete, not misleading and kept up-to-date:

- (i) by having regard to the purpose for collecting and processing Personal Data; and
- (ii) any directly related purpose, for which the Personal Data was collected and further processed.

8.2 Compliance To The Data Integrity Principle

Data User shall have a policy in place to ensure the records and personal data it keeps of individuals are accurate, complete, not misleading and kept up-to-date by taking reasonable steps to ensure the followings -

- (i) That the data is accurate in the sense that the Personal Data is captured correctly;
- (ii) Complete in the sense that there is no omission of details in the Personal Data;
- (iii) Not misleading in the sense that Personal Data should not be ambiguous, deceiving or an oversight; and
- (iv) Kept up to date in the sense that Data User shall ensure that the Personal Data is the latest data given by the Data Subject.

Data Users are entitled to treat the Personal Data provided by Data Subject as accurate, complete, not misleading and up-to-date. Data Users are not required to verify the accuracy and completeness of Personal Data provided by Data Subject provided that Data User have established appropriate process, mechanism or standard operating procedure to ensure the integrity of data collected by Data Users.

Data User shall not be held liable and shall not be found to be in a position to breach of Data Integrity Principle where Data User has established appropriate process, mechanism or standard operating procedure to ensure the integrity of data collected by Data Users. Nevertheless, Data Users are required to provide regular reminders to Data Subjects to update their Personal Data, whether as part of regular communication or otherwise.

For the avoidance of doubt, the following are not breaches of the Data Integrity Principle:

- (i) maintenance of Personal Data which is historical in nature (for example, the previous address that the Data Subject used to reside); and
- (ii) maintenance of Personal Data that records events that happened (for instance wrongful termination of the contract).

8.3 Process

To ensure the integrity of Personal Data, Data Users shall ensure the followings including -

- (i) to make available any reasonable medium or channel for customers to update the Personal Data;
- (ii) update Personal Data immediately after receiving request from Data Subject;
- (iii) Data User may request for or counter check the integrity of Personal Data received against original or source document either as supporting evidence or otherwise;
- (iv) Data entry or uploading of Personal Data to the Data User's electronic system to must be done by authorised personnel.

9. ACCESS PRINCIPLE

9.1 Access Principle

This Principle requires Data User to give Data Subject the right to access and correct their Personal Data which are inaccurate, incomplete, misleading or not up-to-date except where compliance with a request to such access or correction is refused under the Act.

9.2 Compliance To The Access Principle

- (i) To comply with the Access Principle, Data User shall observe Data Subject's right to access Personal Data and the right to correct Personal Data in accordance with Act; and
- (ii) Data User may refuse the right of Data Subject to access and/or to correct their Personal Data provided that the refusal is in accordance with the Act.

10. RIGHTS OF DATA SUBJECT

10.1 Right Of Access To Personal Data

A Data Subject is entitled to access their Personal Data which is being processed by or on behalf of the Data User and has the right to lodge a data access request ("DAR") with the Data User and to receive a reply from the Data User within the time period provided in the Act. For avoidance of doubt, Personal Data being retained for back-up or archive purposes are not subject to the Access principle. A standard DAR is attached as Appendix 4.

10.1.1 Authority To Make DAR

- (i) by the Data Subject himself;
- (ii) the parent, guardian or person who has parental responsibility for an individual below the age of 18;
- (iii) a person appointed by the court to manage the affairs of the Data Subject or under any legal documents;
- (iv) a person authorised in writing by the Data Subject to act on behalf of the Data Subject;

10.1.2 Compliance By Data User With A Valid DAR

Data User complies with a valid DAR by:

- (i) Ensuring payment of the prescribed fee as stated in the First Schedule of the Personal Data Protection (Fees) Regulations 2013 is made by Data Subject. The maximum fees payable by a Data Subject for the submission of DAR should be stated in the DAR as provided in Appendix 4.
- (ii) Providing a standard form for request to access the Personal Data by the requestor.
- (iii) Providing the requestor a copy of the Personal Data of the Data Subject in any form as long as it can be comprehended by the requestor within 21 days from the date of data access request; and

- (iv) If Data User is not able to comply with a valid DAR within the 21 days' period, Data User must notify the requestor in writing as to the reasons of its inability to do so and thereafter to comply with the valid DAR to the extent it is able to do so.

10.1.3 Complying To Valid DAR

To ensure that DAR is valid, Data User must ensure that:

- (i) DAR is made in writing;
- (ii) Data User is supplied with information it requires to establish the identity of the requestor. Where a request is made on behalf of Data Subject, certified documents need to be submitted to establish Data Subject's right to make a request.
- (iii) Compliance with DAR does not disclose any other Personal Data relating to another individual who can be identified from that information;
- (iv) DAR must be specific. Data Subject must specify the particulars of Personal Data requested for DAR.
- (v) Where Data Subject has separate accounts with data User, data User may require separate DARs for each account; or
- (vi) Data Subject does not have a right of access to Personal Data maintained for backup and archival purposes.

10.1.4 Refusal By Data User To Comply With A DAR

Data User has the right to refuse to comply with a data access request if -

- (i) Inability to verify identity. Data User is not provided with necessary information as the Data User may reasonably require in order to establish the identity of Data Subject or where the DAR is submitted by an authorised person, establish that person's connection to Data Subject;
- (ii) Inability to identify or verify location of Personal Data. Data User is not provided with sufficient information to determine the exact location of Personal Data;
- (iii) Disproportionate burden. The burden or expense of providing access to Personal Data is not proportionate to the risk to Data Subject's privacy for example if the time and cost to be incurred by Data User is greater than the significance of the data requested under DAR;
- (iv) Disclosure of another. Data User is unable to comply with DAR without disclosing another Data Subject's Personal Data. In such a situation, Data User may either anonymise other Data Subject's Personal Data or seek consent from the Data Subject, or by any other practical means to disclose the Personal Data without breaching the Act requirements;
- (v) Providing access which would violate a court order;
- (vi) Providing access which would disclose confidential information or confidential commercial information or trade; or
- (vii) Such access is regulated by a law other than the Act.

10.2 Right To Correct Personal Data

Data Subject is entitled to request Personal Data held by Data User be corrected if it is inaccurate, incomplete, misleading or not up to date by submitting Data Correction Request ("DCR").

10.2.1 Authority To Make DCR

- (i) by the Data Subject himself;
- (ii) the parent, guardian or person who has parental responsibility for an individual below the age of 18;
- (iii) a person appointed by the court to manage the affairs of the Data Subject or under any legal documents;
- (iv) a person authorised in writing by the Data Subject to act on behalf of the Data Subject;

10.2.2 Compliance By Data User With A Valid DCR

Data User complies with a valid DCR by:

- (i) Making the necessary correction to the Personal Data;
- (ii) Supplying the requestor with a copy of the Personal Data as corrected; and
- (iii) Taking practical steps to supply to data processor the corrected Personal Data with written notice on the reasons for correction.
- (iv) If Data User is not able to comply with a valid DCR within the 21 days period, Data User must:
 - (a) Notify the requestor or Data Subject in writing of the delay and an extension of not more than fourteen (14) days is automatically granted to the Data User; and
 - (b) giving reasons of its inability to do so.
- (v) Data User must comply with a valid DCR no later than 14 days from the expiry of the 21 days' period to the extent it is able to do so.

10.2.3 Validity Of DCR

The standard DCR form is attached as Appendix 5. To ensure that the DCR is valid, Data User must ensure that:

- (i) The DCR is made in writing;
- (ii) The DCR must be specific as to the Personal Data to be corrected;
- (iii) Contain the necessary information with certified documentation to establish the identity of the requestor and if the requestor is not the Data Subject, to establish the right and identity of the requestor and relationship of the requestor with the Data Subject;
- (iv) Data User is supplied with the information it reasonably requires to ascertain in what way the Personal Data to which the data correction relates is inaccurate, incomplete, misleading or not up to date;
- (v) Data User is satisfied that the correction which is the subject of the data correction request is accurate, complete, not misleading or up to date;
- (vi) Data User controls the processing of the Personal Data to which the data correction request relates and is not prohibited by another Data User from complying with the data correction request;

- (vii) Data User may in its full discretion responds to verbal requests for Personal Data correction if the circumstances warrant such amendments or correction to be made.

10.2.4 Refusal By Data User To Comply With DCR

Data User has the right to refuse to comply with or reject a DCR if -

- (i) In ability to identify identity. The Data User is not supplied with necessary information as the Data User may reasonably require;
- (ii) Inability to verify need for correction. Data User is not supplied with sufficient information as the Data User may reasonably require to determine how the Personal Data is inaccurate, incomplete, misleading or not up-to-date;
- (iii) Personal Data does not need correction. Data User is not satisfied that Personal Data to which DCR relates is inaccurate, incomplete, misleading or not up-to-date; or
- (iv) DCR inaccurate. Data User is not satisfied that the correction requested is accurate, complete, not misleading or up to-date.

10.3 Right To Withdraw Consent [Section 38 of the Act].

Data User shall cease processing Personal Data of a Data Subject upon receipt of a written notice to the effect from the Data Subject.

10.3.1 Exceptions

Data User is not required to cease processing to the extent where the withdrawal of consent would affect the rights and obligations of Data User under contract or legislation, as set out below -

- (i) the right to be paid for services rendered, for example, the settlement of all water bills or tax invoices, overdue payments and cases on water theft;
- (ii) the right to bring and maintain legal proceedings against the Data Subject;
- (iii) the right to commence or continue with internal investigations involving Data Subject;
- (iv) the obligation to maintain Personal Data for such durations as required under applicable legislation for example, retain Personal Data under the National Archive Act 2003; and
- (v) the conduct of internal audits, risk management.

10.4 Right To Prevent Processing Of Personal Data if Causes Damage Or Distress [Section 42 of the Act]

Data Subject may, by notice in writing, require Data User to –

- (i) Cease the processing of Personal Data ; or
- (ii) Not begin the processing of Personal Data

10.4.1 Requirement

Data Subject must prove that -

- (i) The processing of that Personal Data or the processing of Personal Data for that purpose or in that manner is causing or is likely to cause substantial damage or substantial distress to him or to another person; and
- (ii) The damage or distress is or would be unwarranted -
 - (a) “substantial damage” includes financial loss suffered by Data Subject;
 - (b) “substantial distress” includes emotional or mental trauma suffered by Data Subject; and
 - (c) “Unwarranted” means that the damage or distress suffered by Data Subject is not justifiable.

10.4.2 Circumstances Where Data Subject Does Not Have The Right To Prevent Processing

A Data Subject does not have the right to prevent processing in the following event: -

- (i) Data Subject has not complied with Data User’s instructions or has consented to the Processing or
- (ii) there are still amount owing or due by Data Subject to the Data User; or
- (iii) compliance to any instructions from the other regulators.

10.4.3 Compliance

Upon receiving notice to cease or not to commence processing of Personal Data, Data User must, within 21 days, provide Data Subject with a written notice: -

- (i) stating that Data User has complied or intends to comply with the notice; or
- (ii) reason/s for Data User not to comply with the notice or request from the Data Subject. Data Subject must provide legitimate reasons as the damage or distress must be substantial.

If Data User decides not to comply with the notice, the Data Subject may apply to the PDP Commissioner to require Data User to comply. The PDP Commissioner may require Data User to comply if justified.

11. TRANSFER OF PERSONAL DATA TO PLACES OUTSIDE MALAYSIA

Transfer of Personal Data to places outside Malaysia is not permissible unless it is done in the manner prescribed in Section 129 of the Act. In order to be able to transfer Personal Data overseas, Data Users may rely on the consent from Data Subject to such transfer. Consents may be obtained through the Privacy Notice and/or by notification to Data Subject

12. ADMINISTRATION OF THE CODE**12.1 Compliance And Monitoring**

- (i) The Data User must develop and implement their respective appropriate compliance policies, procedures and a framework to ensure compliance with the Act and this Code. Data User may also -
 - (a) implement an internal monitoring framework; and
 - (b) conduct self-audits.
- (ii) Where required, Data Users should meet each other to discuss issues arising under the Code and other related matters.

12.2 Amendment

- (i) This Code may be amended, revised or updated to include all changes to the Act. The Commissioner will notify the Data User in writing of all amendments, revisions or updates to the Act.
- (ii) Amendments to this Code may be made where:
 - (a) there are amendments to the Act, the Regulations and/or the Standards;
 - (b) the Commissioner makes amendments of his/her own accord; and/or
 - (c) the Data User makes recommendations for amendments to the Commissioner based on the results of the review of this Code.

APPENDIX 1

PRIVACY NOTICE

Dear valued customers,

PERSONAL DATA PROTECTION ACT 2010 (“Act”)

This notice serves to comply with the Act and to inform you on your rights regarding your personal data which has been and might be surrendered for the application of water supply.

DATA SUBJECTS’ PERSONAL DATA

Data User will process the following personal data surrendered by you or your authorized representative as provided in the relevant forms for the water supply agreement:

- 1) Name;
- 2) Identification card or Passport number;
- 3) Premise address where water will be supplied;
- 4) Contact details such as correspondence address, mobile phone number, telephone number, facsimile number and email address;
- 5) Account Details for Water Supply; and
- 6) Personal Data derived from any legal documents given by you including but not limited to Sale & Purchase Agreement, Tenancy Agreement, Letter of Administration, Grant of Probate, Power of Attorney, Birth Certificate and Death Certificate.

DATA SUBJECTS’ PERSONAL DATA PROCESSING

Data User will process your personal data for the following purposes: -

- 1) Supply of water and any other related services;
- 2) Delivery of related bills to your premise;
- 3) For maintenance of consumer database and customer service related process;
- 4) For developing and maintaining water supply system;
- 5) For bill payment processing and recovery of payment due;
- 6) For enforcement of law under Water Services Industry Act 2006; and
- 7) Communicating with you.

DISCLOSURE OF PERSONAL DATA

Data User might disclose your personal data to third parties (including those located overseas) from different group of class which are classified as follows:-

- 1) Contractors/ plumbers;
- 2) Debt collecting agencies;
- 3) Data processing service provider;
- 4) Other water licensee;

- 5) sewerage services licensee;
- 6) Any regulatory body or law enforcement agency, or any person entitled to it by virtue of a Court Order or legal process; and
- 7) Lawyers appointed to defend and protect the rights and property of the Data User or its personnel.

ACCESS, AMENDMENT AND COMPLAINT

You may at any time, in writing (subject to certain fees), apply for an access, make amendment/correction, or limit the processing on your Personal data or lodge any complaint to the Data Protection Compliance Officer to the address below:

Officer
Chairman of Data Protection Compliance Committee

(Address)

(Contact Number)

(Fax Number)

(Email)

APPENDIX 2

WATER SUPPLY AGREEMENT

WATER SUPPLY SERVICES AGREEMENT THIS AGREEMENT is made on day of 20

BETWEEN

(1) [*] (insert name of water distribution licensee) having its registered address/place of business at _____

[*](insert address of water distribution licensee) (which is referred to as “Water Distribution Licensee”) of the one part; AND _____

(2) [*](insert name of consumer) _____
(insert Identity Card Number/ Registration Number of Company/Organization) having its address at _____

(insert consumer’s address) (which is referred to as “Consumer”) of the other part, (both the Water Distribution Licensee and the Consumer may be referred to individually as “Party” or collectively as “Parties”).

WHEREAS—

A. The Consumer makes an application to the Water Distribution Licensee for supply of water to the Consumer’s premises having its address at _____

(insert address of Consumer’s premises or parcel) (which is referred to as “Consumer’s Premises”) in the water supply services application form specified in the Schedule (which is referred to as “Application Form”).

B. The Water Distribution Licensee agrees to supply water to the Consumer’s Premises subject to the terms and conditions stated in this Agreement.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

Part A INTERPRETATION

1. In this Agreement—

“high-rise building” means— (a) any high-rise residential building; (b) any multi-storey housing accommodation which is not intended to be subdivided under the Strata Titles Act 1985 [Act 318]; or (c) any multi-storey building for commercial, institutional, governmental and industrial purposes, but does not include any gated community;

“common area” means any area which is not comprised in any parcel, and shall include all parking lots, landscaping area, playing fields, recreational area, stairways, walkways, corridors, elevator shaft, roofs, entrances, exits, lobbies, open spaces, walls, fences, swimming pools and all other areas used or capable of being used or enjoyed in common by all parcel owners;

“gated community” means any alienated land having two or more buildings held as

one lot under final title (whether Registry or Land Office Title) which shall be capable of being subdivided into land parcels each of which is to be held under a strata title or as an accessory parcel under subsection 6(1A) of the Strata Titles Act 1985;

“management” means— (a) any developer prior to the formation of a joint management body or management corporation established under the Building and Common Property (Maintenance and Management) Act 2007 [Act 663] or management corporation established under the Strata Titles Act 1985; (b) a joint management body or its managing agent established or appointed, under the Building and Common Property (Maintenance and Management) Act 2007; (c) a management corporation or its managing agent or administrator established or appointed, under the Strata Titles Act 1985; or (d) any authorized person appointed under any other written law for the management of a high-rise residential building or gated community; and “parcel” has the meaning assigned to it in section 2 of the Building and Common Property (Maintenance and Management) Act 2007.

Part B CONSUMER'S OBLIGATION

2. ACCEPT AND PAY WATER SUPPLY RATES

- 2.1 *In consideration of the supply of water by the Water Distribution Licensee to the Consumer's Premises, the Consumer shall pay the Water Distribution Licensee at the applicable water supply rates prescribed under the subsidiary legislation made under the Water Services Industry Act 2006 [Act 655].*
- 2.2 *The Consumer shall settle any sum of money payable to the Water Distribution Licensee for the supply of water within thirty days from the date of presentation of a bill.*

3. SUPPLY OF WATER

- 3.1 *The Consumer agrees to use the water supplied for the purposes stated in the Application Form.*
- 3.2 *The Consumer agrees not to— (a) allow or cause any supply of water to be drained or conveyed or used outside the Consumer's Premises for the purposes other than the purposes specified by the Consumer, and except for extinguishment of fire; and (b) misuse or waste or cause or permit to be misused or wasted any water supplied to the Consumer's Premises.*
- 3.3 *If the usage of the Consumer's Premises has been changed or the Consumer's Premises is under renovation, excluding minor renovation, the Water Distribution Licensee has the right to change the applicable water supply rates for the Consumer's Premises in accordance with the rates prescribed in any subsidiary legislation made under the Water Services Industry Act 2006.*
- 3.4 *If there is a change of ownership of the Consumer's Premises, the Consumer shall be liable to pay the Water Distribution Licensee all charges in respect of the water*

supply services to the Consumer's Premises accruing up to whichever of the following first occurs— (a) on the third working day after the Consumer has given notice of the change of ownership of the Consumer's Premises to the Water Distribution Licensee; or (b) on the date on which the subsequent owner, occupier or management body of the Consumer's Premises requests the Water Distribution Licensee to supply water to the premises.

4. PAYMENT OF CONNECTION COST AND WATER SUPPLY SERVICES DEPOSIT

- 4.1 *The Consumer shall pay to the Water Distribution Licensee— (a) cost of installing communication pipe to connect public main to the Consumer's Premises and all water fittings for water supply; (b) water supply services deposit as prescribed in the First Schedule to the Water Services Industry (Water Services Deposits, Fees and Charges) Regulations 2014 [P.U. (A) 37/2014] before the connection is made and the water is supplied to the Consumer's Premises; and (c) additional deposit upon review of the water supply services deposit.*
- 4.2 *The deposit paid shall bear no interest upon reimbursement and shall not relieve the Consumer from the liability to settle any outstanding bill for the supply of water provided to the Consumer by the Water Distribution Licensee.*
- 4.3 *If the Consumer fails to settle any outstanding bill to the Water Distribution Licensee within thirty days from the date of presentation of the bill and after the expiry of fourteen days period of the disconnection notice given to the Consumer, the Water Distribution Licensee may disconnect the supply of water to the Consumer.*
- 4.4 *After the disconnection of supply of water under Clause 4.3, payment for any outstanding bill up to the date when the supply of water is disconnected may be deducted from the deposit.*

5. RIGHT TO ENTER CONSUMER'S PREMISES

- 5.1 *The Consumer shall allow the Water Distribution Licensee or any person authorized by the Water Distribution Licensee to enter the Consumer's Premises whenever required to carry out an inspection or any works relating to supply of water to the Consumer's Premises.*
- 5.2 *The Water Distribution Licensee shall, except in cases of emergency, give notice of not less than twenty-four hours before entering the Consumer's Premises to carry out the inspection or works relating to supply of water to the Consumer's Premises.*
- 5.3 *The Water Distribution Licensee shall give reasonable notice to the Consumer for the purpose of reading a meter located within the boundary of the Consumer's Premises.*
- 5.4 *The Consumer shall allow the Water Distribution Licensee or any person authorized by the Water Distribution Licensee to enter the Consumer's Premises in high rise building or gated community for the purpose of reading an individual meter.*

6. MAINTENANCE OF INTERNAL PIPING SYSTEM

- 6.1 *The Consumer shall be responsible for the care and maintenance of the internal piping system in the Consumer's Premises including the service water pipe and shall bear the cost for the care and maintenance.*
- 6.2 *For high rise building and gated community, the Water Distribution Licensee shall be responsible for the care and maintenance up to the bulk meter and is limited to presenting the bill for the reading of the individual meter at the Consumer's Premises.*

7. METER

- 7.1 *The Consumer is prohibited from tampering with or causing the tampering of the meter or the sub-meter used to measure the water supplied to the Consumer's Premises.*
- 7.2 *If the Water Distribution Licensee finds difficulty in reading the meter in its original location due to any action or obstruction caused by the Consumer, the Water Distribution Licensee may re-locate the meter at the expenses of the Consumer.*
- 7.3 *The Consumer shall bear the cost of repairing or replacing any meter that is lost, damaged or destroyed— (a) if the meter is located within the boundary of the Consumer's Premises; or (b) if the individual meter at the Consumer's Premises is located in a high rise building or gated community.*

8. INDEMNITY

Subject to the Water Services Industry Act 2006, the Consumer agrees— (a) other than due to any wilful act or negligence of the Water Distribution Licensee, its workers, service providers, agents or representatives, to indemnify and keep indemnified the Water Distribution Licensee from and against all claims, actions, damages, court orders, proceedings, expenses and costs (including legal costs on a solicitors and client basis) instituted by a third party (including other consumers) against the Water Distribution Licensee, its workers or agents where the Water Distribution Licensee may become liable due to the execution of this Agreement; (b) that the Water Distribution Licensee, its workers, service providers, agents or representatives shall not be responsible or liable to the Consumer for any damages, injury or loss to Consumer's property or life unless such damages, injury or loss is proven to be caused by the wilful act, negligence, omission or failure of the Water Distribution Licensee, its workers, service providers, agents or representatives to comply with any safety standards provided under any written laws; and (c) that the Water Distribution Licensee is not liable for any cost incurred, loss or damage to things, industry, product, property or life of the Consumer due to unforeseen accident, inconsistent pressure or supply of water, any damage or leakage to the internal piping system, fire or accident that may be caused by the supply of water or use of or misuse not caused by negligence or willful act of the Water Distribution Licensee, its workers, service providers, agents or representatives.

Part C OBLIGATIONS OF WATER DISTRIBUTION LICENSEE**9. ISSUANCE AND PRESENTATION OF BILL**

- 9.1 *The Water Distribution Licensee shall issue and present the bill for the supply of water or services rendered in connection with the supply of water to the Consumer.*
- 9.2 *The Water Distribution Licensee shall give thirty days from the date of presentation of the bill for the Consumer to make payment to the Water Distribution Licensee or any person authorized by the Water Distribution Licensee to collect the payment of bill from the Consumer.*

10. READING OF BULK METER DAN INDIVIDUAL METER AT HIGH RISE BUILDING AND GATED COMMUNITY

- 10.1 *The provision of this Clause only applicable to a high rise building and gated community.*
- 10.2 *The Water Distribution Licensee shall, on the same day, read the bulk meter and the individual meter in a high rise building or gated community based on the following formula: (a) read the bulk meter and obtain the reading of the bulk meter (which is referred to as "M1"); (b) read the individual meter at Consumer's Premises and obtain the reading of the individual meter (which is referred to as "M2"). The water supplied through M2 shall be paid by the consumer who is the holder of the respective individual meter account; (c) read the individual meter at common areas and obtain the reading of the individual meter (which is referred to as "M3"). The water supplied through M3 shall be paid by the Consumer who is the holder of the bulk meter account; and (d) the difference between M1 with M2 and M3 shall be paid by the Consumer who is the holder of the bulk meter account.*
- 10.3 *The owner of any parcel and the management of a high rise building or gated community shall be jointly liable to pay any water bill charges in relation to any common area in accordance with any agreement or arrangement entered into between the parcel owner and the management.*

11. RECOVERY OF MONEY DUE

- 11.1 *If the amount due under Clauses 4 and 9 is not paid by the Consumer, the Water Distribution Licensee may recover the outstanding amount through civil action in court or such other means as it deems fit and proper.*
- 11.2 *A written statement by an employee of the Water Distribution Licensee and certified accordingly by the Water Distribution Licensee or any person authorized by the Water Distribution Licensee specifying the outstanding amount due shall be prima facie evidence of the payment that has to be made by the Consumer under Clauses 4 and 9.*
- 11.3 *The civil action in court or any other means taken by the Water Distribution Licensee to recover the outstanding amount shall not prejudice the Water Distribution Licensee's rights to disconnect the supply of water.*

12. DISCONNECTION OF WATER SUPPLY

- 12.1 *The Water Distribution Licensee may disconnect the supply of water to the Consumer's Premises (including the supply through bulk meter or individual meter) by closing the service water pipe, severing the service water pipe, cutting off the supply of water, reducing the supply of water, reducing the pressure of the water supply or taking such other means it deems fit, if the Consumer— (a) fails to settle the amount for the— (i) water that has been supplied; (ii) services that has been provided in connection with supply of water; or (iii) deposit required under Clause 4.1(c), within thirty days from the date of presentation of the bill; (b) allows or causes supply of water to be drained or conveyed or used outside the Consumer's Premises for purposes other than the purposes of this Agreement, and except for extinguishment of fire; (c) misuses or wastes or causes or permits the misuse or waste of any water supplied to the Consumer's Premises; (d) after agreeing to use water supplied for a specific use only, uses or causes or permits the water to be used for other purposes, except for extinguishment of fire; or (e) contravenes any provisions of the Water Services Industry Act 2006 or the subsidiary legislation made under the Act. 12.2 The Water Distribution Licensee shall not be liable for any damages*
- 12.2 *The Water Distribution Licensee shall not be liable for any damages (including damage to property) suffered by the Consumer or any other persons due to the disconnection of water permitted under the law.*
- 12.3 *If the Water Distribution Licensee— (a) disconnects the supply of water to the Consumer's Premises; and (b) the water is supplied to the Consumer's Premises and other premises wholly or partly through the same service water pipe, the Water Distribution Licensee may disconnect water supply to the other premises if the Consumer is also the occupier of the other premises.*
- 12.4 *For a high rise building and gated community, the Water Distribution Licensee may disconnect water supply to the bulk meter due to the circumstances provided in Clause 12.1(a) although there is no outstanding amount on the Consumer's individual meter account.*

13. WATER SUPPLY DISCONNECTION NOTICE

- 13.1 *The Water Distribution Licensee shall give a written water supply disconnection notice to the Consumer to remedy or rectify any default or contravention within fourteen days from the receipt of the water supply disconnection notice before the Water Distribution Licensee disconnects the supply of water under Clause 12.*
- 13.2 *Any payment required to be made within the period specified in Clause 13.1 shall be paid through any manner provided by the Water Distribution Licensee.*

- 13.3 *The payment shall be accepted by the Water Distribution Licensee before the expiry of the period specified in the water supply disconnection notice.*
- 13.4 *The Consumer may submit any proof of payment to the Water Distribution Licensee within the period specified in the water supply disconnection notice.*
- 13.5 *If the Consumer fails to remedy or rectify the default or contravention after the expiry of the period specified in the water supply disconnection notice, the Water Distribution Licensee may disconnect the supply of water under Clause 12.*

14. RECONNECTION OF WATER SUPPLY

- 14.1 *The Water Distribution Licensee shall, within twenty four hours and in any event not later than two days from the date of full payment of the amount due under Clause 12.1(a), reconnect the supply of water to the Consumer's Premises, provided that the Consumer allows the Water Distribution Licensee to enter to the Consumer's Premises to carry out the reconnection works.*
- 14.2 *The Water Distribution Licensee shall be entitled to recover from the Consumer the cost for the disconnection of supply of water and the reconnection of supply of water prescribed in the First Schedule to the Water Services Industry (Water Services Deposits, Fees and Charges) Regulations 2014.*

15. REDUCTION OR CESSATION OF WATER SUPPLY

- 15.1 *If the Suruhanjaya Perkhidmatan Air Negara gives an approval, the Water Distribution Licensee may— (a) reduce the quantity or pressure of water supplied to the Consumer if by reason of any circumstances beyond its control there is insufficient water to enable the full quantity to be supplied; or (b) temporarily cease the supply of water.*
- 15.2 *The Water Distribution Licensee shall not be liable for any damage to the Consumer or property for any reduction or cessation of water supply which is— (a) approved by the Suruhanjaya Perkhidmatan Air Negara; (b) due to circumstances or accident which is not the result of the Water Distribution Licensee own doing or conduct; or (c) due to unauthorized connection of equipment or water fittings.*
- 15.3 *Unless otherwise exempted or permitted under the Water Services Industry Act 2006 or the subsidiary legislation made under the Act, the Water Distribution Licensee shall take all necessary steps as may be required, including the supply of water by water tankers, to ensure that the Consumer within its water supply distribution area is supplied with water.*

16. DISCONNECTION OF WATER SUPPLY ON DIRECTION OF SURUHANJAYA PERKHIDMATAN AIR NEGARA

The Water Distribution Licensee shall have the right to disconnect the supply of water to the Consumer's Premises on the direction of the Suruhanjaya Perkhidmatan Air Negara, if it appears to the Suruhanjaya Perkhidmatan Air Negara that the Consumer's Premises have been used or are about to be used for

the commission of an offence under the Water Services Industry Act 2006 or the subsidiary legislation made under the Act or any other written laws or on such other grounds that the Suruhanjaya Perkhidmatan Air Negara deems fit.

17. COLLECTION OF SEWAGE CHARGES BY WATER DISTRIBUTION LICENSEE

The Water Distribution Licensee authorized by a sewerage services licensee to demand, collect and retain all prescribed rates and charges for and on behalf of the sewerage services licensee shall be entitled to recover the outstanding amount through a civil action in court and disconnect supply of water to the Consumer's Premises if the Consumer fails to pay the rates and charges.

18. DEALING WITH CONSUMER

The Water Distribution Licensee has a general obligation— (a) to deal with Consumers reasonably; and (b) to handle Consumer complaints satisfactorily.

19. CONSUMER'S PERSONAL DATA

19.1 The Water Distribution Licensee shall process the following personal data provided by the Consumer or service providers appointed by the Water Distribution Licensee: (a) name, company, or organization of the Consumer; (b) identity card number or registration number; (c) contact details of the Consumer such as address, telephone number, facsimile number and email address; (d) water supply account details; and (e) other personal data or data derived from any legal documents provided by the Consumer including sale and purchase agreement, tenancy agreement, letter of administration, grant of probate, power of attorney, birth certificate and death certificate. (collectively referred to as "Consumer's personal data").

19.2 The Water Distribution Licensee may process the Consumer's personal data for the following purposes: (a) to provide water supply services to the Consumer; (b) to maintain the water supply system; (c) to process water data; (d) to read the meter and to issue a water bill to the Consumer and to collect the water supply services charges; (e) to maintain customer service database and for provision of any customer services; (f) for research purposes including historical and statistical record keeping; (g) to meet legal and statutory requirements; and (h) to investigate complaints and offences.

19.3 The Water Distribution Licensee may disclose Consumer's personal data for the purposes set out in Clause 19.2 to— (a) agents and service providers (including those located overseas) supplying services relating to the purpose for which the personal data is provided; (b) third party (including those located overseas) supplying data processing services; (c) lawyers, debt collection agencies and credit reporting agencies appointed by the Water Distribution Licensee, if there is a default in payment of any water supply services charges imposed by the Water Distribution Licensee; (d) any person who is under a duty of confidentiality who has

undertaken to keep such data as confidential data; and (e) water supply services licensee and sewerage services licensee.

- 19.4 *The Water Distribution Licensee may disclose the Consumer's personal data if required to do so under any law or in good faith if such action is necessary— (a) to comply with the requirements of any regulatory body, law enforcement agency, court order or legal process; and (b) to defend and protect the rights or property of the Water Distribution Licensee.*
- 19.5 *The Consumer may make any enquiries, complaints or request to access or to correct the Consumer's personal data. Any request to access or to correct the Consumer's personal data may be subject to a fee and shall comply with the provisions of the Personal Data Protection Act 2010 [Act 709].*
- 19.6 *The Consumer may elect to limit the rights of the Water Distribution Licensee to process the Consumer's personal data and shall inform the Water Distribution Licensee in writing.*

Part D GENERAL

20. TERMINATION OF WATER SUPPLY SERVICES AND TERMINATION OF AGREEMENT AT THE REQUEST OF THE CONSUMER

- 20.1 *The water supply services to the Consumer's Premises may be terminated by the Water Distribution Licensee at the request of the Consumer in the form provided by the Water Distribution Licensee and the Consumer shall give at least three days notice (excluding weekly holiday and public holiday) prior to the date on which the Consumer wants the termination of water supply to take effect.*
- 20.2 *The termination of water supply services under Clause 20.1 does not prejudice the rights of the Parties to enforce the provision for breach of contract under this Agreement.*
- 20.3 *If the Consumer is a squatter, the Water Distribution Licensee shall have the right to terminate the supply of water to the Consumer's Premises if the lawful owner of Consumer's Premises obtains a court order to terminate the supply of water to Consumer's Premises.*
- 20.4 *If the Water Distribution Licensee discovers that the information provided in the Application Form is false, the Water Distribution Licensee has the right to terminate this Agreement.*
- 20.5 *Upon termination of water supply services under this Clause, this Agreement shall also be terminated.*

21. STAMP DUTY AND COST OF AGREEMENT

Any cost and stamp duty required to be paid in respect of this Agreement shall be incurred and paid by the Consumer but each Party shall be liable for its own solicitor's cost.

22. LAWS APPLICABLE AND COMPLIANCE WITH THE LAW

22.1 *This Agreement shall be construed in accordance with and subject to the Water Service Industry Act 2006 and the subsidiary legislation made under the Act and the Parties shall submit to the exclusive jurisdiction of the courts of Malaysia.*

22.2 *The Parties shall comply with all applicable laws, orders, requirements and instructions given by any authority competent to do so under any applicable laws in Malaysia.*

23. FEES, CHARGES AND COST OF SUPPLY OF WATER

23.1 *Any fees and charges imposed on the Consumer pertaining to the water supply services pursuant to this Agreement shall be as prescribed in the First Schedule to the Water Services Industry (Water Services Deposits, Fees and Charges) Regulations 2014.*

23.2 *Any other cost charged on the Consumer for the supply of water shall be in accordance to the provisions of the relevant laws.*

24. CONFLICT

If there is a conflict between this Agreement and the Water Services Industry Act 2006, the provisions of the Act shall prevail.

25. ADDRESS

25.1 *Any notice, demand or documents issued by the Consumer to the Water Distribution Licensee shall be addressed to— (a) the registered address of the Water Distribution Licensee; or (b) any other address notified by the Water Distribution Licensee.*

25.2 *Any notice, demand or document issued by the Water Distribution Licensee to the Consumer shall be addressed to the Consumer's last known address based on the information held by the Water Distribution Licensee.*

25.3 *The Parties shall give a fourteen days written notice to the other Party if there is any change of address.*

25.4 *Failure of the Consumer to inform the change of address under Clause 25.3 shall not affect the Consumer's obligations under this Agreement.*

26. DELIVERY OF DOCUMENTS

Any notice, demand or document that is required to be delivered to any Party pursuant to this Agreement shall be in writing and presumed to be delivered— (a) if delivered by a Party or its solicitor through registered post to the other Party's address and presumed received after the end of the fifth day from the posting of the notice, demand or document; or (b) if delivered by a Party or its solicitor by hand to the other Party or its solicitors, it is presumed received on the date of receipt by the other Party or its solicitor.

27. TIME IS OF THE ESSENCE

Time, if mentioned in this Agreement shall be deemed to be of the essence of this Agreement.

28. APPLICATION FORM

The Application Form signed by the Consumer shall be part of this Agreement and shall be read, taken and construed as an essential and integral part in this Agreement.

29. WAIVER

Failure or delay by either Party to enforce any of its rights or remedies shall not be construed as a waiver of the rights and remedies unless such waiver of rights or remedies is made in writing and signed by the relevant Party.

30. BINDING AGREEMENT

This Agreement shall be binding on the heirs, personal representative, successor in title and permitted assigns for the Consumer and the Water Distribution Licensee.

IN WITNESS WHEREOF, the Parties hereto set their hands on the date first above written. Signed by Water Distribution Licensee _____

Witnessed by _____

Signed by Consumer _____

Witnessed by _____

SCHEDULE

Water Supply Services Application Form

Registration No. : _____ Account No. : _____

A. APPLICANT'S PARTICULARS

Name/Company/Organization : _____

Identity Card/Registration No. : _____

Category of applicant and type of use : *Domestic/Industrial/Commercial/Government
*Delete where inapplicable**B. ADDRESS**

Address of premises supplied with water : _____

Telephone No. : _____

Postal Address : _____

Telephone No. : _____

C. TYPE OF APPLICATIONNew Supply (permanent) New Supply (temporary) **D. TYPE OF METER**Bulk Meter Individual Meter **E. CONFIRMATION BY APPLICANT***I, hereby agree and undertake-*

- To accept and use the supply of water from the Water Distribution Licensee for the premises specified in Part B;
- To accept all terms and conditions for the water supply services as stipulated in the Water Supply Services Agreement;
- To pay and settle all payments for the supply of water; and
- To use the water supplied for purposes stated in Part A.

I further confirm that all information provided in this Application Form is true and accurate. If the Water Distribution Licensee discovers that the information is false, the Water Distribution Licensee has the right to terminate the Water Supply Services Agreement.

Applicant's signature/official stamp : _____ Date : _____

APPENDIX 3
List of Disclosures

No.	THIRD PARTIES
1.	Contractors/ plumbers
2.	Debt collecting agencies
3.	Data processing service provider
4.	Other water licensee
5.	Sewerage services licensee
6.	Any regulatory body or law enforcement agency, or any person entitled to it by virtue of a Court Order or legal process
7.	Legal firms appointed to defend and protect the rights and property of the Data User or its personnel
8.	Data warehouse/ IT Service Providers/ Data analytic agencies
9.	Any person notified and authorized by Data Subject
10.	Any person intending to settle the outstanding amount in relation to Data User's services to data Subject
11.	Data User's advisers including but not limited to accountants, auditors, or other professional advisers.
12.	Wholly owned subsidiaries of data User or its affiliates
13.	Data User's safety and security personnel
14.	Company or organization that assist Data User in providing services to the Data Subject
15.	Parties that Data User may transfer rights and obligations pursuant to the agreement entered into with Data Subject.
16.	Anak syarikat dan afiliasi Subjek Data.

APPENDIX 4

PERSONAL DATA ACCESS REQUEST FORM	
<ul style="list-style-type: none"> • Please note that we reserve the right to restrict or refuse your access to certain particulars of your personal data as may be permitted under the Personal Data Protection Act 2010. • Your request may not be processed if the information/document provided is incomplete. • Any request for Data Access Request must be supported with proof or evidence, where necessary. • Please use CAPITAL LETTERS to fill in the form. 	
<p>Please tick (√) on one of the following: -</p> <p><input type="checkbox"/> I would like to access my personal data (Please fill in Section 1 and Section 3 below)</p> <p><input type="checkbox"/> I am a Third Party Requestor (i.e. I am making this request for personal data of another person) (Please fill in Section 2 and Section 3 below)</p>	
SECTION 1 : TO BE FILLED IN BY DATA SUBJECT	
Full Name (per NRIC/Passport)	
New NRIC/Passport No.	
Mobile Phone	
Water Supply Account No	
SECTION 2 : TO BE FILLED IN BY THIRD PARTY REQUESTOR (AUTHORISED PERSON)	
<p>This request is based on (please tick (√) one of the following):</p> <p><input type="checkbox"/> I am acting under the Data Subject's authorisation/mandate/Power of Attorney</p> <p><input type="checkbox"/> I am the legal/personal representative of the Data Subject</p> <p><input type="checkbox"/> I have Warrant or Court Order allowing the correction to the Data Subject's Personal Data</p> <p><input type="checkbox"/> Others (please specify) _____</p>	
Please enclose proof of your authority to access the personal data of the Data subject.	
A : Particulars of Data Subject	
Full Name (per NRIC/Passport)	
New NRIC/Passport No.	
Mobile Phone	
Water Supply Account No	
B: Particulars of Third Party Requestor	
Full Name (per NRIC/Passport)	
New NRIC/Passport No.	
Mobile Phone	
Email Address	
Correspondence Address	
SECTION 3 : ACCESS OF PERSONAL DATA	
(Please provide a description of the Personal Data to be accessed)	

CHARGES/FEEES

Item	Description	Fee (RM)
(a)	For Personal Data with a copy	10
(b)	For Personal Data without a copy	5
(c)	For Sensitive Personal Data with a copy	30
(d)	For Sensitive Personal Data without a copy	5
Total		

DECLARATION

<p>Declaration by the Data Subject</p> <p>I, _____ declare that I am the person named in Section 1 and I am requesting to access my own personal data. I confirm that the information supplied in this form is true and accurate.</p> <p>Signature: _____ Date: _____</p>	<p>Pengesahan Pemohon (Selain Subjek Data)</p> <p>I, _____ declare that I am the Authorised Person named in Section 2 and I am requesting to access Data Subject's personal data. semua maklumat yang diberi adalah I confirm that the information supplied in this form is true and accurate.</p> <p>Signature: _____ Date: _____</p>
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FOR OFFICE USE ONLY (Please fill in relevant section only)

<p><input type="checkbox"/> APPROVED DATE UPDATED:</p>	<p><input type="checkbox"/> NOT APPROVED REASON:</p>
<p>ATTENDED BY:</p>	<p>NOTIFICATION DATE: ATTENDED BY:</p>

APPENDIX 5

PERSONAL DATA CORRECTION REQUEST FORM	
<ul style="list-style-type: none"> • Please note that we reserve the right to restrict and/ or refuse your access to certain particulars of your personal data as may be permitted under the Personal Data Protection Act 2010. • Your request may not be processed if the information/document provided is incomplete. • Any request for Data Correction Request must be supported with proof or evidence. • Please use CAPITAL LETTERS to fill in the form. 	
Please tick (√) on one of the following: - <input type="checkbox"/> I would like to access my personal data (Please fill in Section 1 and Section 3 below) <input type="checkbox"/> I am a Third Party Requestor (i.e. I am making this request for personal data of another person) (Please fill in Section 2 and Section 3 below)	
SECTION 1 : TO BE FILLED IN BY DATA SUBJECT	
Full Name (per NRIC/Passport)	
New NRIC/Passport No.	
Mobile Phone	
Water Supply Account No	
SECTION 2 : TO BE FILLED IN BY THIRD PARTY REQUESTOR (AUTHORISED PERSON)	
This request is based on (please tick (√) one of the following): <input type="checkbox"/> I am acting under the Data Subject's authorisation/mandate/Power of Attorney <input type="checkbox"/> I am the legal/personal representative of the Data Subject <input type="checkbox"/> I have Warrant or Court Order allowing the correction to the Data Subject's Personal Data <input type="checkbox"/> I am executor/administrator of the Data Subject's estate <input type="checkbox"/> Others (please specify) _____	
Please enclose proof of your authority to access the personal data of the Data subject.	
A : Particulars of Data Subject	
Full Name (per NRIC/Passport)	
New NRIC/Passport No.	
Mobile Phone	
Water Supply Account No	
B: Particulars of Third Party Requestor	
Full Name (per NRIC/Passport)	
New NRIC/Passport No.	
Mobile Phone	
Email Address	
Correspondence Address	
SECTION 3 : ACCESS OF PERSONAL DATA	
(Please tick (√) and fill in at relevant Section only)	

APPENDIX 5

Continuation	
<input type="checkbox"/> Full Name (per NRIC/Passport)	
<input type="checkbox"/> New NRIC/Passport No.	
<input type="checkbox"/> Address of premise supplied with water	
<input type="checkbox"/> Mobile Phone	
<input type="checkbox"/> Postal Address	
<input type="checkbox"/> *House Phone	
<input type="checkbox"/> *Office Phone	
*Non-mandatory information	
DECLARATION	
<p>Declaration by the Data Subject</p> <p>I, _____ Section 1 and I am requesting to correct my own personal data. I confirm that the information supplied in this form is true and accurate.</p> <p>Signature: _____ Date: _____</p>	<p>Declaration by the Third Party Requestor</p> <p>I, _____ declare that I am the Authorised Person named in Section 2 and I am requesting to correct the Data Subject's personal data. I confirm that the information supplied in this form is true and accurate.</p> <p>Signature: _____ Date: _____</p>
FOR OFFICE USE ONLY (Please fill in relevant section only)	
<p><input type="checkbox"/> APPROVED DATE UPDATED:</p> <p>ATTENDED BY:</p>	<p><input type="checkbox"/> NOT APPROVED REASON:</p> <p>NOTIFICATION DATE: ATTENDED BY:</p>

