Consultant Accreditation Deed

Deed for accreditation to provide services

Wannon Region Water Corporation **ABN** 94 007 404 851 (**Wannon Water**) and

[insert name] ABN [insert ABN] (**Consultant**)

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Rev	Date	Prepared	Approved	Comment
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Details

Date: The date on which this deed is executed by the last party.

Parties

Name	**Wannon Region Water Corporation**
ABN	**94 007 404 851**
Short form name	**Wannon Water**
Address	**25 Gateway Rd, Warrnambool 3280**

Name	[insert name]
ABN	[insert ABN]
ACN	[insert ACN]
Short form name	**Consultant**
Address	[insert]

Background

A Wannon Water is a body corporate established by section 85 of the *Water Act 1989* (Vic) and is a water corporation under that Act.

B Wannon Water is responsible for the construction, operation and maintenance of Water Infrastructure.

C Wannon Water has an interest in ensuring, and a responsibility to ensure that Water Infrastructure constructed by the Developer or other third parties is designed and constructed in a suitable manner and to appropriate standards.

D In order to ensure that this Water Infrastructure is designed and constructed in a suitable manner and to appropriate standards, only parties accredited by Wannon Water may design or construct this Water Infrastructure.

E The Consultant has applied for Accreditation. This Accreditation Deed sets out the terms and conditions of the Accreditation.

F This Accreditation Deed further determines the Consultant's obligations in relation to each Water Infrastructure project on which it provides Services. ,

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Signing page

EXECUTED as an Accreditation Deed

Executed by **Wannon Region Water Corporation** by its duly authorised delegate:

Signature of Delegate

Name of Delegate

Position

Date

Note: Select and retain the applicable Consultant execution block only. Delete this note and all other options before issuing the deed .

Signed, Sealed and Delivered by **[*Name of company*]** in accordance with Section 127 of the *Corporations Act 2001*

Signature of director

Signature of director/company secretary

(Please delete as applicable)

Name of director (print)

Name of director/company secretary (print)

OR (For a party executing under power of attorney for another)

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Executed by **[*Name of signatory*]** by being signed, sealed and delivered by [***its, his or her***] attorney [***name of attorney***] under power of attorney dated [***date of power of attorney***] who declares that [***he or she***] has no notice of revocation of the power of attorney, in the presence of

Signature of Attorney

Signature of Witness

Name of Witness (print)

OR (For a partner to an unincorporated partnership)

Signed, sealed and delivered by ***[executed by insert name]*** (being a partner of that partnership under the authority of an authorising deed dated ***[insert date of authorising deed]*** on behalf of the partnership ***[insert name of partnership]*** in the presence of

Signature of Partner

Signature of Witness

[***executed by – insert name***]

Name of Witness (print)

OR (For a person executing as a sole trader)

Executed by **[*executed by insert name*]** by being signed, sealed and delivered by **[*signed by – insert name*]** in the presence of

Signature of Sole Trader

Signature of Witness

[***executed by – insert name***]

Name of Witness (print)

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1 Interpretation

1.1 Defined terms

In this Accreditation Deed:

Absolute Discretion shall have the meaning as set out in subclause 32.6.

Accreditation means the accreditation granted by Wannon Water under this deed permitting the Consultant to perform the Services in relation to Water Infrastructure;

Accreditation Application Form means the completed application submitted by the Consultant and attached as Schedule 4;

Accreditation Conditions means any conditions the Consultant is required to fulfil under this Accreditation Deed in order to become Accredited by Wannon Water and any amendment to those conditions pursuant to subclause 7.3;

Accreditation Deed means this document and all Schedules to this document;

Accreditation Period means the 24 month period commencing on the Commencement Date or any subsequent period granted following Re-Accreditation, unless the Accreditiaion is suspended or terminated under this deed;

Accredited means holding a current Accreditation under this Accreditation Deed;

Accredited Category means the category of Services in which the Consultant is Accredited and which is nominated at Item 3 of Schedule 1;

Accredited Consultant means a Consultant (being a person or entity) holding current Accreditation from Wannon Water to provide the applicable services;

Accredited Contractor means a contractor (being a person or entity holding current Accreditation from Wannon Water to carry out the applicable works;;

Application Process means the submission, assessment and determination of an Accreditation Application Form, including any related communicates and requests for further information;

Asset Transfer means the transfer of all rights, title, and interest in the Works to Wannon Water according to clause 25 of the respective Developer Works Agreement.

Assets means Wannon Water's Assets or Third Party Assets;

Audit/Auditing means a systematic and independent examination and surveying to determine whether quality activities and related results comply with planned arrangements (including compliance with relevant Legislative Requirements and contractual obligations) and whether these arrangements are implemented effectively and are suitable to achieve objectives.

Audit Schedule means a schedule compiled by the Consultant that details the frequency and items to be Audited by the Key Personnel undertaking construction auditing which is an appropriate risk-based audit schedule designed to demonstrate confidence that the quality of the Works complies with the requirements of the Developer Works Agreement and this Accreditation Deed.

Authorities means any person or body having jurisdiction over or in relation to the Works or Services or the activity of the Consultant in the execution of the Services or the performance of the obligations arising under this Accreditation Deed;

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Business Day means a day that is not:

(a) a Saturday or Sunday; or

(b) a day that is wholly or partly observed as a public holiday throughout Victoria;

Completion of Works Package has the meaning as set out in the Developer Works Agreement.

Change Event means the occurrence of an Insolvency Event or a Change in Control or the likelihood (other than a negligible or fanciful likelihood) of these events occurring;

Change in Control means a change in the Control of the Consultant other than a Permitted Change in Control;

Claim means any claim, demand, remedy, injury, damage, cost, loss, expense, liability, suit, action, proceeding, verdict, judgement, right of action or debt whether arising at law, in equity, under statute or otherwise;

Commencement Date means the date described as such and set out in the Particulars;

Consultant means the entity described as such in the Parties Section of this Accreditation Deed and in Item 5 of Schedule 1;

Consultant Confidential Information means:

(a) all information held by the Consultant or the property of the Consultant which is, under general principles of law, confidential whether in documentary, visual, oral, machine-readable or other form;

(b) but does not include information in the public domain (except as a result of a failure to comply with an obligation to maintain confidentiality);

Consultant's Personnel means the Consultant's officers, employees, agents, subcontractors, and the officers, employees and agents of subcontractors, and other persons engaged by the Consultant in connection with the undertaking of the Services (as is relevant to the Consultant) and includes Key Personnel;

Consultant's Representative/s means the person or persons representing the Consultant as described in subclause 4.1(a)(i) and subclause 4.1(a)(ii) and are, as at the Commencement Date, the person or persons described as such at Item 6 of the Particulars or otherwise individually communicated to Wannon Water in writing, or such other person as is nominated pursuant to subclause 4.1(b);

Continuing Provisions means the following provisions:

(a) a provision of this Accreditation Deed which is described in the Accreditation Deed as continuing to be in effect following the termination or expiration of the Accreditation Deed;

(b) any provisions relating to:

(i) the giving of a warranty by the Consultant;
(ii) the granting of an indemnity by the Consultant;
(iii) the granting of a release by the Consultant;
(iv) the use of Wannon Water Confidential Information or Consultant Confidential Information;
(v) Intellectual Property Rights;
(vi) any requirement for the Consultant to keep records; or

(c) any provision which, having regard to the nature of the provision or the subject matter of the provision, it is appropriate for the provision to continue to be in effect following the termination or expiration of the Accreditation Deed;

Control means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Consultant, whether through ownership of voting securities, by contract or otherwise;

Defect means any defect, deficiency or non-compliance in any Water Infrastructure undertaken or

modified by or on behalf of the Developer in respect of which the Consultant is retained to provide services;

Design Package has the meaning as set out in the Developer Works Agreement;

Developer means a person or organisation which enters into an agreement with Wannon Water in relation to the construction of Water Infrastructure;

Developer Works Agreement means the deed between Wannon Water and a Developer in relation to the provision of the individual Water Infrastructure by the developer (previously referred to as Offer of Conditions);

Dispute has the meaning as set out in subclause 29.1(a);

Environment Laws means the Environment Effects Act 1978 (Vic), the Environment Protection Act 1970 (Vic), the National Environment Protection Council (Victoria) Act 1995 (Vic), the Planning and Environment Act 1987 (Vic), the Planning and Environment Regulations 2005 (Vic), as amended from time to time and any directions, statements, protocols, guidelines or other similar material issued or published under those Acts or the Regulations;

Environmental Management System means a system which is capable of recording the impact of the performance of the Works or Services (as is relevant to the Consultant) on the environment, the compliance with the Environment Laws and which otherwise complies with the requirements of clause 15 of this Accreditation Deed;

Incident means any event or circumstance which is related to or in any way connected to the Works or Services; and which:

(a) gives rise to risk (other than a negligible or fanciful risk) of damage to Assets, injury to persons, or the environment or a breach (other than a trivial breach) of this Accreditation Deed;

(b) gives rise to risk (other than a negligible or fanciful risk) of the occurrence of a Notifiable Incident in respect of the Services or Consultant's Personnel;

(c) a breach (other than a trivial breach or a Substantial Breach) of this Accreditation Deed; or

(d) results in damage to an Asset where that damage is not immediately repaired or made good by the Consultant;

Insolvency Event means any of the following events:

(a) for a corporation:

(i) an order is made by a court:
(A) that the corporation be wound up; or
(B) appointing a liquidator or provisional liquidator in respect of the corporation, or one of them is appointed, whether or not under an order;

(ii) a resolution is passed to appoint an administrator or an administrator is appointed to the corporation;

(iii) a receiver or a receiver and manager is appointed to the corporation;

(iv) the corporation enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement or composition with, or an assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;

(v) the corporation resolves to wind itself up, or otherwise dissolve itself, or gives notice of an intention to do so or is otherwise wound up or dissolved;

(vi) the corporation is, or states that it is, insolvent;

(vii) as a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth) (**Corporations Act**), the corporation is taken to have failed to comply with a statutory demand;

(viii) the corporation is, or makes a statement from which the other party may reasonably conclude that the corporation is, the subject of an event described in section 459C(2)(a) to (f) inclusive or section 585 of the Corporations Act;

(ix) the corporation takes any step to obtain protection, or is granted protection, from its creditors under any applicable law;

(x) a mortgagee takes possession of any one of the assets or undertakings of the corporation; or

(xi) anything analogous or having a substantially similar effect to any of the events specified above happens under any law;

(b) means for a natural person:

(i) if the person commits an act of bankruptcy under the *Bankruptcy Act 1966* (Cth);

(ii) dying or losing capacity to manage their own affairs; or

(iii) anything analogous or having a substantially similar effect to any of the events specified above happens under any law;

Intellectual Property Rights means all copyright and all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered and unregistered designs, and circuit layouts, and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world;

Key Personnel means the employees of the Consultant specified in the Particulars and which are the subject of clause 12;

Key Roles means the roles as described in Schedule 3 to be performed by the Key Personnel;

Legislative Requirements includes:

(a) Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth and the State of Victoria;

(b) without limiting the generality of this definition, the OHS Law and the Environmental Laws;

(c) certificates, licenses, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the carrying out of the Works or Services; and

(d) fees and charges payable in connection with the foregoing;

Management Systems means an OHS Management System, an Environmental Management System and a Quality Management System required to be prepared by the Consultant pursuant to clause 15;

Non-Compliance means any failure by the Consultant to comply with a provision of this Accreditation Deed;

Notice of Dispute has the meaning as set out in subclause 29.3.

Notifiable Incident means an incident which is related to or in any way connected to the Works or Services; and which must be notified to the relevant Authority pursuant to any Legislative Requirement and includes an incident to which Part 5 of the *Occupational Health and Safety Act 2004* applies;

OHS Law means the *Occupational Health and Safety Act 2004* (Vic), *Dangerous Goods Act 1985* (Vic) and all regulations made under that Act, the *Equipment (Public Safety) Act* 1994 and all regulations made under that Act, and the *Occupational Health and Safety Regulations 2017* (Vic), (all together the 'Acts and Regulations'), any policies published by WorkCover available online at www.worksafe.vic.gov.au, as amended from time to time and any directions, statements, protocols, guidelines or other similar material issued or published under the Acts and Regulations;

OHS Management System means a system which evidences how the Consultant will undertake the relevant activity in a manner which complies with this Accreditation Deed and which is capable of recording the compliance with OHS Law and which otherwise complies with the requirements subclause 15 of this Accreditation Deed;

Particulars means the information set out in Schedule 1.

Permitted Change in Control means the transfer of Control in the Developer to a 'related body corporate' as that term is defined in the *Corporations Act 2001* (Cth);

Probation means a period to be determined by Wannon Water during which the Consultant's Accreditation may be cancelled without notice by Wannon Water;

Quality Management System means a system which is capable of recording the quality of the Works or Services (as is relevant to the Consultant) and which otherwise complies with Wannon Water's Land Development and Administrative Process;

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Re-Accreditation means the process under clause 7.5 by which Wannon Water my grant the Consultant a further period of Accreditation;

Re-Accredited means having being granted Re-Accreditation by Wannon Water under cluse 7.5;

Roofwater Harvesting means the collection of rainwater from roofed areas within a property, and its diversion via a system of pipes and other authority owned infrastructure to Warrnambool raw water storage;

Roofwater Harvesting Connection Point/s means the Wannon Water asset which extends into the property to which the private roofwater pipework connects;

Serious Incident:

(a) includes a Notifiable Incident; and

(b) otherwise means:

(i) an event or circumstance which is related to or in any way connected to the Works or Services; and which results in damage to an Asset (other than damage described in the definition of Incident);

(ii) a breach of this Accreditation Deed (other than a trivial breach and other than a breach described in the definition of Incident); or

(iii) an event or circumstance which is related to or in any way connected to the Works or Services; and which results in personal injury requiring treatment by a medical practitioner;

Services has the meaning as described in subclauses 6.2(a) to 6.2(c) and subclause 24.1(a);

Specifications means:

(a) all technical requirements, design requirements and other requirements, (except for the costing) set out for each individual Water Infrastructure in the respective Developer Works Agreement;

(b) any applicable Standard; and

(c) any other requirement or detail as identified by Wannon Water and communicated by Wannon Water to the Consultant;

Standards means

(a) any design and construction standards adopted or developed by Wannon Water as set out in Wannon Water's Land Development Administrative Process which are relevant to the Works or Services, as amended from time to time; and

(b) any other code, standards or requirement adopted by Wannon Water and advised to the Consultant, directly or via publishing on Wannon Water's website, as applying to the Works or Service.

Substantial Breach means a Non-Compliance in respect of a material term of this Accreditation Deed, repeated actions of the same character giving rise to a Non-Compliance or a Non-Compliance which gives rise to a risk (other than a negligible or fanciful risk) of Wannon Water suffering continuing or material prejudice (other than trivial or immaterial prejudice);

Third Party Assets means assets of a party other than Wannon Water;

Wannon Water means Wannon Region Water Corporation;

Wannon Water's Assets means any property, plant equipment or other asset owned by or under the control of Wannon Water;

Wannon Water's Land Development and Administrative Process means the processes and requirements set out in Schedule 2 and as amended pursuant to subclause 13.2;

Wannon Water's Information means any information provided to the Developer or the Developer's Personnel by or on behalf of Wannon Water or sourced from material held by Wannon Water;

Wannon Water's Representative/s means the person or persons representing Wannon Water as described in subclause 4.2(a)(i) and subclause 4.2(a)(ii) and are, as at the Commencement Date, the person or persons described as such at Item 9 of the Particulars or otherwise individually communicated to the Consultant in writing;

Wannon Water's Standards and Procedures means the standards, specifications, policies, procedures and matters listed in Schedule 6 and any updates or any other guidelines, rules or requirements notified to the Developer or the Accredited Consultant in writing from time to time.

Wannon Water Confidential Information means:

(a) all Wannon Water Information and all information held by Wannon Water or the property of Wannon Water which is either (i), under general principles of law, confidential, or (ii) marked by Wannon Water as confidential, whether in documentary, visual, oral, machine-readable or other form;

(b) but does not include information in the public domain (except as a result of a failure to comply with an obligation to maintain confidentiality);

Warranty Period is the period as set out in and determined for each individual project according to subclauses 11.3(a), and 11.3(b) of the respective Developer Works Agreement.

Water Infrastructure means any infrastructure which is, or will become, Wannon Water's Asset and which relates to the discharge of Wannon Water's obligations in relation to the construction, operation and maintenance of infrastructure relevant to potable water supply, recycled water supply and/or sewerage;

WorkSafe means the Victorian WorkCover Authority, commonly known as WorkSafe Victoria;

WorkSafe Investigation means an investigation conducted by WorkSafe in relation to an Incident or a Serious Incident;

Works means any works or services in relation to or in connection with the construction of Water Infrastructure undertaken by or on behalf of the Developer or an Accredited Contractor;

Works Information means all information, plans, materials, documents and records in relation to Works or Services undertaken by or on behalf of the Developer or the Consultant and information, documents and records which are necessary to enable Wannon Water:

(a) to understand the nature of the Works or Services which have been undertaken;

(b) to understand the way in which those Works or Services may impact on Wannon Water's Assets; and

(c) to conveniently, efficiently and cost effectively maintain the assets which result from the undertaking of the Works or Services;

1.2 Rules of Interpretation

In this Accreditation Deed:

(a) the singular includes the plural and vice versa;

(b) a gender includes other genders;

(c) another grammatical form of a defined word or expression has, when capitalised, a corresponding meaning;

(d) a reference to a clause, subclause, schedule or annexure is to a clause or subclause of, or schedule or annexure to, this deed, and a reference to this deed includes any schedule or annexure;

(e) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

(f) a reference to a party is to a party to this deed, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;

(g) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

(h) a reference to a statute, ordinance, code or other law includes regulations and other enforceable instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(i) the meaning of general words is not limited by specific examples that follow them and which may be introduced by "such as", "for example", "including" or "otherwise";

(j) the meaning of general words is not limited merely because more specific words precede them;

(k) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;

(l) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;

(m) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this deed or any part of it or benefits from the relevant provision;

(n) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and

(o) where there is reference to an ***experienced and competent consultant*** this is a reference to a consultant who is qualified, skilled and experienced in services similar to the Services and who has brought that skill and experience to bear in relation to the carrying out of the Services or the performance of the relevant obligation;

(p) Any request of Wannon Water towards the Consultant to rectify a Non-Compliance or any request of Wannon Water to an Accredited Contractor to remedy a Non-Compliance or Defect, may also be served by Wannon Water via Wannon Water's safety quality and environment management system to the Consultant and may be then called "Request for Corrective Action" or similar as notified to the Consultant.

1.3 No Claim

Wherethis Accreditation Deed provides that the Consultant has "no claim: against Wannon Water in relation to any act, omission, event or circumstance:

(a) the Consultant must not make or bring any Claim against Wannon Water arising out of or in connection with that act, omission, event or circumstance; and

(b) the Consultant releases Wannon Water from any Claim which the Consultant has, or may otherwise have had, arising out of or in connection with that act, omission, event or circumstance,

Nothing in this clause excludes or limits any liability that cannot be lawfully excluded or limited.

2 Relationship between the parties

(a) The Consultant acknowledges that a Developer of an individual project for the construction of Water Infrastructure (where the Consultant is involved in that project) has appointed the Consultant as its agent in all dealings with Wannon Water in respect of the relevant project.

(b) The Consultant is not and must not purport to act as the agent of Wannon Water.

(c) This Accreditation Deed, and the arrangements resulting from this Accreditation Deed, do not give rise to a partnership, employment, trust, agency or joint venture or any other relationship between the Consultant and Wannon Water other than the relationship established by this Accreditation Deed.

3 Principles

Wannon Water and the Consultant:

(a) recognise that all parties (Wannon Water, the Developer, the Consultant and the Accredited Contractor) play a role in ensuring that the requirements set out in this Accreditation Deed are met;

(b) acknowledge that any communication from Wannon Water to the Consultant is deemed to be communicated to the Developer and to the Accredited Contractors;

(c) acknowledge that Wannon Water is entitled to assume that any communication from Wannon Water to the Developer, which is relevant to the Consultant will be passed to the Consultant by the Developer and is therefore deemed to be communicated to the Consultant;

(d) acknowledge that the Consultant will ensure that appropriate people (including Key Personnel as applicable) remain involved with the Services;

(e) acknowledge that the Consultant will act diligently in its duties, and will respond in a reasonable time to any request from Wannon Water or from the Developer or Accredited Contractor relating to the Services;

(f) will work with integrity and mutual respect of both individuals and corporate objectives;

(g) will place a high value on the relationship between Wannon Water and the Consultant; and

(h) will endeavor to provide excellent service to Wannon Water's customers.

4 Representatives

4.1 Consultant's Representatives

(a) The Consultant must nominate:

(i) one or more persons to represent the Consultant in its dealings with Wannon Water and to exercise some or all of the functions of the Consultant under the Accreditation Deed with regards to the Accreditation; and

(ii) one or more persons to represent the Consultant in its dealings with Wannon Water and to exercise some or all of the functions of the Consultant under the Accreditation Deed with regards to any individual project.

(b) The Consultant may, subject to approval of the nominee by Wannon Water, by notice in writing to Wannon Water, nominate replacement Consultant's Representatives.

(c) Wannon Water may not unreasonably withhold its approval of a replacement Consultant's Representative.

(d) Matters within the knowledge of the Consultant's Representatives shall be deemed to be within the knowledge of the Consultant.

(e) Any notice or other document given to or addressed to the Consultant's

Representative shall be deemed to be given to the Consultant.

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4.2 Wannon Water's Representatives

(a) Wannon Water will nominate one or more persons in the Particulars or by notice to the Consultant:

(i) one or more persons to represent Wannon Water in its dealings with the Consultant and to exercise some or all of the functions of Wannon Water under the Accreditation Deed with regards to the Accreditation; and

(ii) one or more persons to represent Wannon Water in its dealings the Consultant and to exercise some or all of the functions of Wannon Water under the Accreditation Deed with regards to any individual project.

(b) Wannon Water may nominate a natural person or a position in Wannon Water as Wannon Water's Representative.

(c) Wannon Water will advise the Consultant in writing of the nomination of any Wannon Water Representative and of any functions the representative is entitled to exercise.

(d) Wannon Water may, by notice in writing to the Consultant, nominate a replacement of any of Wannon Water's Representatives.

(e) The appointment of any Wannon Water Representative shall not prevent Wannon Water from exercising any function.

(f) Only those actions by Wannon Water's Representatives in relation to a function the Wannon Water's Representatives are entitled to exercise (as advised in accordance with subclause 4.2(c)) shall be taken to be an action of Wannon Water.

5 Consultant Obligations

5.1 General Obligations

When engaged by a Developer, the Consultant must:

(a) take responsibility for and manage the risks of performing the Services;

(b) develop clear open communication lines;

(c) seek information about the individual Specification, the Warranty Period, the Wannon Water Representatives, and Wannon Water's Standards and Procedures, and any other information which is relevant for the construction of the individual Water Infrastructure, from the relevant Developer, and provide such information to the Accredited Contractors;

(d) provide a healthy and safe working environment;

(e) undertake a continuous improvement process for the delivery of the Services in accordance with the Quality Management System; and

(f) administer this Accreditation Deed;

(g) oversee and administer the undertaking of the Works or Services;

(h) comply with the Accreditation Conditions;

(i) only undertake Services in the Accredited Category;

(j) carry out or arrange for the carrying out of Audits of those Works or Services so that the Consultant can be satisfied that the Works or Services are in accordance with their Audit Schedules and the requirements of this Accreditation Deed;

(k) keep records of any Audits required to be carried out pursuant to subclause 5.1(j) for a period of 7 years;

(l) facilitate any quality Audits executed by Wannon Water; and

(m) notify Wannon Water as soon as the Consultant becomes aware of a Change Event; and

5.2 Consultant's Resources

The Consultant must:

(a) maintain the resources, or have available the resources necessary to comply with its obligations under this Accreditation Deed;

(b) maintain the management resources necessary to properly manage and oversee the discharge of its obligations under this Accreditation Deed; and

(c) develop and maintain the systems necessary to comply with its obligations under this Accreditation Deed.

5.3 Regulatory and Prudential Compliance

The Consultant must maintain all registrations, accreditations and approvals necessary for it to be entitled to undertake the relevant Services.

6 Consultant Obligations regarding the Developer Works Agreement and the undertaking of the Services

6.1 Developer Works Agreement -

(a) The Consultant must

(i) after having been engaged by a Developer, and before the commencement of any Services, procure to receive and read a copy of the relevant Developer Works Agreement; and

(ii) not cause the Developer to breach the obligations of the Developer under the Developer Works Agreement related to the Works or Services.

6.2 Undertaking the Services

(a) The Consultant must, when engaged by a Developer for the provision of design services:

(i) execute the detailed engineering design of the Works which must be in accordance with the Specifications and which must depict Works which, if constructed in accordance with the design, will be fit for their purpose;

(ii) prepare all of the documents required to be included in the Design Package (except for those documents to be prepared by others);

(iii) submit the Design Package to Wannon Water on behalf of the Developer;

(iv) either carry out the design of any Works on its own, or if the Consultant has not carried out the design, verify and unequivocally adopt and endorse the design of any Works of a prior Consultant who was Accredited for the purpose of each individual Developer Works Agreement, and submit the design; and

(v) undertake any other activity as requested by the Developer in accordance with the Developer Works Agreement or as reasonably requested by Wannon Water.

(b) The Consultant must, when engaged by a Developer for the provision of construction auditing services:

(i) Audit the construction of the Works, provide all relevant information and rectification requests from Wannon Water to the Accredited Contractors, and ensure and witness that the construction of the Works at all times complies with the Specifications and all other requirements contemplated by each individual Developer Works Agreement and any reasonable request of Wannon Water;

(ii) prepare and lodge the Completion of Works Package and any other various forms, approvals, confirmations, and other documents as required in each individual Developer Works Agreement (including the Land Development and Administrative Process), in this Accreditation Deed or as otherwise reasonably required by Wannon Water, which certify and confirm that the design and the Works or Services will be or have been carried out and completed in a proper and professional manner, and in accordance with the Specifications and all other requirements contemplated by each individual Developer Works Agreement or in this Accreditation Deed, or as reasonably requested by Wannon Water;

(iii) undertake any other activity as requested by the Developer in accordance with the Developer Works Agreement or as reasonably requested by Wannon Water;

(iv) certify that the as-constructed drawing and documentation satisfy the requirements under the Developer Works Agreement and this Accreditation Deed; and

(v) certify that any statement in these documents are accurate and true.

(c) When engaged by the Developer, the Consultant must further

(i) prepare and lodge any form, document, and notification as required in the Land Development and Administrative Process or as reasonably requested by Wannon Water from time to time; and

(ii) engage with the stakeholder as required.

(d) Where the Consultant provides Services under this Accreditation Deed, the Services must be provided:

(i) with the due skill, diligence, prudence, planning and care that would reasonably be expected from an experienced and competent consultant; and

(ii) in compliance with:

(A) the Specifications for the individual Water Infrastructure;

(B) Wannon Water's Land Development Administrative Process;

(C) all Legislative Requirements;

(D) any reasonable written direction given by Wannon Water or Wannon Water's Representative regarding the compliance with the Specifications; and

(E) the requirements of Authorities;

(e) Any statement in any documents prepared and lodged by the Consultant must be accurate and true.

(f) The Consultant acknowledges that Wannon Water relies on the experience and professional skills of the Consultant.

(g) The Consultant acknowledges that the submission to, receipt and consideration of, or approval or verification of an application, or endorsement of the design or inspection of any stage of the design by Wannon Water, does not amount to Wannon Water consenting to, ratifying or otherwise accepting liability in respect of the design or construction of the Works.

7 Accreditation

7.1 Process and conditions for Accreditation

Wannon Water may grant Accreditation to a Consultant provided:

(a) the Consultant meets all requirements as prompted in the Accreditation Application Form;

(b) the Consultant has submitted a complete Accreditation Application Form including all documentation as required in the Accreditation Application Form to Wannon Water;

(c) the Consultant has provided Wannon Water with any certificates and information as prompted in the Accreditation Application Form and with any additional information as reasonably required by Wannon Water;

(d) Wannon Water is reasonably satisfied that the Consultant has and will maintain the ability to comply with the obligations under this Accreditation Deed; and

(e) the Consultant has executed this Accreditation Deed.

7.2 Duration of Accreditation

The Consultant's Accreditation starts at the Commencement Date and expires either:

(a) 24 months after the Commencement Date; or

(b) provided the Consultant has been Re-Accredited, 24 months after the date of the respective Re-Accreditation; or

(c) at such earlier date which may result from the operation of this Accreditation Deed.

7.3 Accreditation Conditions

(a) The Consultant must ensure that it continuously complies with the Accreditation Conditions for the entire time of the Accreditation Period.

(b) Wannon Water may amend any of the Accreditation Conditions from time to time provided that such amendment will not impose any additional liability or constraint on the Consultant or be unreasonably burdensome on the Consultant.

(c) Wannon Water will provide the Consultant with a written notice of any amendment and a reasonable period for meeting any amended Accreditation Conditions.

(d) Any amended Accreditation Condition:

(i) will take effect upon the date of notification to the Consultant or upon any other date as stipulated by Wannon Water in the notification, and

(ii) will thereafter be regarded as an Accreditation Condition under this Accreditation Deed and shall apply as if it had been set out as an Accreditation Condition when this Accreditation Deed was first entered into.

(e) The limiting proviso in subclause 7.3(b) does not apply in respect of any amendment which is made:

(i) with a view to ensuring that the Services are undertaken in compliance with the requirements of this Accreditation Deed;

(ii) in order to comply with, or better ensure compliance with standards, regulations, legislation, government policy, government direction, government strategy, good governance or protection of assets;

(iii) in response to any breach of this Accreditation Deed by the Consultant; or

(iv) with a view to ensuring that Wannon Water is in a position to conveniently, effectively, consistently and reliably be satisfied that a Consultant is complying with the requirements of this Accreditation Deed.

7.4 Accreditation Application

(a) The Consultant warrants that the Accreditation Application and all information provided by the Consultant during the Application Process is accurate, complete, true and correct and is not misleading.

(b) When granting an Accreditation, Wannon Water is relying upon the information provided by the Consultant.

(c) The Consultant has no claim against Wannon Water in relation to or in connection with the Application Process.

(d) If Wannon Water becomes aware that there has been a breach of the warranty provided for in subclause 7.4(a) then Wannon Water may, in its absolute discretion, immediately terminate the Consultant's Accreditation.

(e) Following the termination of the Consultant's Accreditation pursuant to subclause 7.4(d), subclause 26.3 shall apply.

7.5 Re-Accreditation

(a) A Consultant will be assessed and Wannon Water may grant a Re-Accreditation for another 24 months only if, as at 30 days prior to the expiration of the current Accreditation Period:

(i) the Consultant at that time still satisfies the relevant Accreditation Conditions and will satisfy them for the next 24 months or another period as determined by

Wannon Water (however, the Consultant is not obliged to provide Wannon Water with a new Accreditation Application Form);

(ii) the Consultant is not in breach of this Accreditation Deed

(b) If the Consultant is Re-Accredited pursuant to this subclause 7.5 then the Accreditation Period is extended by 24 months or a period determined by Wannon Water.

7.6 Change in Circumstances

(a) If the Consultant becomes aware of or expects the occurrence of any:

(i) circumstance or change in circumstance which adversely impacts on, or may adversely impact on the ability of the Consultant to:

(A) undertake or undertake in time all or part of any Services in compliance with this Accreditation Deed; or

(B) comply with other obligations under this Accreditation Deed; or

(ii) circumstance or change in circumstance which impacts a characteristic of the Consultant which was relied upon by Wannon Water in providing the Consultant's Accreditation,

then the Consultant must notify Wannon Water in writing immediately after the Consultant or the Consultant's Representatives gaining knowledge of this circumstance or change in circumstance stating the reasons and its potential effect on the fulfilment of the obligations compliance under this Accreditation Deed. This notification does not release the Consultant from its obligations under this Accreditation Deed.

(b) If Wannon Water becomes aware of the occurrence of any:

(i) circumstance or change in circumstance which impacts on, or may adversely impact on the ability of the Consultant to:

(A) undertake or undertake in time all or part of any Services in compliance with this Accreditation Deed; or

(B) otherwise comply with this Accreditation Deed; or

(ii) circumstance or change in circumstance which impacts a characteristic of the Consultant which was relied upon by Wannon Water in providing the Consultant's Accreditation,

then Wannon Water may issue a Show Cause Notice under clause 22.

7.7 Services without Accreditation

In any case where the Consultant has undertaken any Services:

(a) before the commencement of the Accreditation Period;under an Offer of Conditions

then:

(b) all terms and conditions of that Offer remain valid and will prevail over anything to the contrary within this Accreditation Deed

(c) .

8 Consequence of Accreditation

8.1 No assurance of work

(a) Wannon Water makes no representation to the Consultant that the Consultant will be offered the opportunity to undertake any Services by reason of it being Accredited.

(b) The Consultant has no claim against Wannon Water by reason of the Consultant not having the opportunity to undertake any Services.

8.2 Others may be accredited

(a) Wannon Water may accredit other consultants and may accredit as many consultants as it chooses.

(b) The Consultant has no claim against Wannon Water by reason of Wannon Water accrediting other consultants.

9 Loss and Damage

The Consultant must ensure that Assets will not be damaged. If loss or damage occurs to Assets, by reason of the performance of the relevant Services, a breach of this Accreditation Deed or any other action of the Consultant or the Consultant's Personnel, the Consultant must to the extent that such loss or damage is not caused by any act or omission of Wannon Water or the owner of the Asset:

(a) as soon as practicable, inform Wannon Water of the fact of that loss or damage and the circumstances resulting in the loss or damage;

(b) at its cost, rectify such loss or damage within a time period as specified by Wannon Water and communicated to the Consultant in a written notice, whereby subclauses
24.2 and 24.3 apply accordingly to the rectification of the damage; and

(c) at its cost, compensate the owner of the Asset for any loss or damage and the consequences of such loss or damage in relation to any legal liability it may have in relation to the loss or damage to the Asset.

10 Consultant's Warranties

10.1 The warranties

The Consultant warrants, represents and agrees that:

(a) it has the legal right and power to enter into this Accreditation Deed;

(b) all of its internal requirements necessary to enter into Accreditation Deed and to perform its obligations under this Accreditation Deed have been satisfied;

(c) it has disclosed whether any other Australian water authorities have raised any performance issues in relation to its conduct;

(d) it has disclosed whether it has been denied the opportunity to undertake work for any other Australian water authority for any reason;

(e) it has disclosed any situation whether it has had its entitlement to undertake work revoked, cancelled or suspended by any other Australian water authority;

(f) it has entered into this Accreditation Deed in its own right and not as agent for any other entity;

(g) it has, and will maintain, the capacity to comply with its obligations under this Accreditation Deed; and

(h) it will comply with the provisions of this Accreditation Deed.

10.2 Continuing and repeated warranties

The warranties and representations set out in subclause 10.1 of this Accreditation Deed are repeated on each day from the Commencement Date until the termination or expiration of this Accreditation Deed.

11 Indemnity

11.1 Provision of Indemnity

The Consultant indemnifies and must keep indemnified Wannon Water against any loss, damage, cost, expense or liability suffered or incurred in relation to any breach of this Accreditation Deed or any warranty provided for in this Accreditation Deed.

11.2 Indemnities

Where any indemnity is given under this Accreditation Deed:

(a) the indemnity is in respect of any loss, damage, costs expense, or liability including (without limitation);

(i) loss of profit;

(ii) consequential loss;

(iii) liability to third parties; and

(iv) legal costs (on a solicitor own client basis) in respect of enforcing the indemnity or defending any claim brought by a third party in respect of a matter which is the subject of the indemnity;

(b) the indemnity is given in respect of any such loss damage or expense arising from or connected with the event or circumstance in respect of which the indemnity is given;

(c) the indemnity is a continuing obligation, separate and independent from the other obligations of the Consultant; and

(d) the indemnity survives the termination of this Accreditation Deed.

11.3 Payment

(a) Wannon Water may, in good faith, estimate the liability of the Consultant pursuant to subclause 11.1 and, upon that estimate being provided to the Consultant, it shall be a debt due and payable by the Consultant to Wannon Water.

(b) The debt arising pursuant to subclause 11.3(a):

(i) is payable upon the estimate being provided to the Consultant;

(ii) is provisional only; and

(iii) may be adjusted as a result of the Consultant taking proceedings to establish the final quantum of the liability.

(c) If the Consultant disagrees with Wannon Water's estimate it may dispute the assessment by following the dispute resolution process contained in clause 29.

11.4 Proportional Reduction

The Consultant's liability to indemnify Wannon Water pursuant to subclause 11.1 shall be reduced proportionally to the extent that any relevant loss, damage, cost, expense or liability was caused by or contributed to by an act or omission of Wannon Water or of any of its employees, officers or agents or directly engaged contractors (For the avoidance of doubt, 'contractors' shall not include any contractor or consultant engaged by a developer).

12 Personnel

12.1 Key Personnel

The Consultant must ensure that the Key Roles are only performed by the Key Personnel or by any replacement of such Key Personnel which is authorised under subclause 12.2.

12.2 Replacement of Key Personnel

(a) The Consultant may, subject to Wannon Water's rights under subclause 12.2(d), propose a replacement of the persons of the Key Personnel.

(b) The proposed replacing person must have all skills, qualifications, competence, and experience as required in the Accreditation Conditions for the category of Services undertaken by the corresponding person which shall be replaced.

(c) The Consultant must notify Wannon Water, in writing, of the name of the envisaged replacement person and of the details of its skills, qualifications, competence, expertise and experience, and must do so within 5 Business Days before the replacement; and Wannon Water may accept or refuse to approve the Personnel who have or are being proposed.

(d) If Wannon Water notifies the Consultant that it refuses to approve the Key Personnel as provided for in the foregoing subclause then the Consultant must propose an alternative person.

12.3 Qualification of Consultant's Personnel

(a) The Consultant's Personnel must:

(i) have the skills, qualifications, competence, and experience required by this Accreditation Deed and appropriate to the undertaking of the Services; and

(ii) hold all necessary registrations, authorisations, certificates, permits or consents required by this Accreditation Deed and necessary and appropriate to the undertaking of the relevant Services.

(b) The Consultant must:

(i) only deploy or permit the deployment of Consultant's Personnel who satisfy the requirements of subclause 12.3(a) in undertaking the relevant Services; and

(ii) ensure that any of the Consultant's Personnel who undertake the relevant Services satisfy the requirements of subclause 12.3(a).

12.4 Responsibility for Contractor's Personnel

(a) When deploying Consultant's Personnel, the Consultant continues to be liable

(i) for its obligations under this Accreditation Deed and at law; and

(ii) for the acts and omissions of any Consultant's Personnel as if they were the Consultant's acts or omissions.

(b) The Consultant must ensure that all the Consultant's Personnel are aware of, and comply with, the relevant obligations arising under this Accreditation Deed, the relevant requirements of this Accreditation Deed and Wannon Water's Land Development Administrative Process, as if it were the Consultant.

12.5 Removal of Consultant's Personnel

The Consultant must, upon the written request of Wannon Water, promptly replace, or procure the replacement of, any of the Consultant's Personnel engaged in connection with the relevant Services if Wannon Water, in its reasonable opinion, considers that:

(a) the person no longer has, or is unable to satisfactorily demonstrate, the skills, qualifications, competence, expertise or experience required to perform the relevant Services; or

(b) the person's performance or conduct is, or has been, unsatisfactory in the context of the requirements relevant to Accreditation; or

(c) the person is not complying, or will not comply with the obligations under this Accreditation Deed.

13 Wannon Water's Land Development Administrative Process

13.1 Compliance with Wannon Water's Land Development Administrative Process

The Consultant must comply with Wannon Water's Land Development Administrative Process.

13.2 Amendment of Wannon Water's Land Development Administrative Process

Wannon Water may amend any of Wannon Water's Land Development and Administrative Process from time to time as is necessary to comply with standards, regulations, legislation, and Wannon Water business requirements including good governance and protection of assets. The Consultant will be given written notice of the amendment and a reasonable period to meet these conditions.

14 OHS and Environment

14.1 OHS Obligations / Environment

(a) The Consultant must, in undertaking the Services comply and ensure compliance by Auditing with;

(i) the applicable OHS Law and the Environment Laws;

(ii) all Wannon Water Standards and Procedures applicable for the work on Wannon Water Assets; and

(iii) all lawful directions and orders given by Wannon Water's Representative or any person authorised by Wannon Water or by Legislative Requirements to give directions in relation to works on Wannon Water Assets;

(b) The Consultant must ensure and warrants that the Consultant's Personnel:

(i) have completed and maintain appropriate training and competency assessments in order to safely execute the Services; and

(ii) are properly qualified for, and skilled in, the performance of their tasks and are of such character as not to prejudice:

(A) safe working practices;

(B) safety and care of property; and

(C) continuity of work.

14.2 Control of work site

The Consultant acknowledges and agrees:

(a) that all of the Consultant's Personnel are the employees of and under the control and direction of the Consultant or subcontractors to the Consultant; and

(b) Wannon Water is not exercising management and control over the area in which the Works or Services are being undertaken.; and

(c) The Consultant must not cause, permit or tolerate unacceptable actual or potential hazards or incidents relating to safety, health or the environment over which the Consultant has control.

14.3 Access to work site

Wannon Water and any person authorised by Wannon Water or by law shall be entitled to access the area in which the Works or Services are being undertaken. Where the Consultant has control over this area, it must ensure by Auditing that this access is safe during the performance of the Works or Services, and that Wannon Water and any person authorised by Wannon Water will be inducted by the relevant owner of the area.

14.4 Examination of area / Works on Wannon Water Assets

The Consultant must procure that the Consultant's Personnel:

(a) has received and read the Wannon Water Standards and Procedures applicable for the work on Wannon Water Assets;

(b) have carefully examined the area and its surroundings in which the Works or Services are being undertaken and have fully informed themselves as to the means of access to the area in which the Works or Services are being undertaken, and to its facilities; and

(c) have made reasonable enquiries, examined all information, and satisfied themselves as to the local and other conditions relevant to the risks, contingencies and other circumstances having an effect on the Consultant's obligations under this Accreditation Deed.

14.5 Environment

The Consultant must, in relation to the Works or Services comply with, and procure compliance with the Environment Laws.

15 Management Systems

15.1 Quality Management System, OHS Management System, and Environmental Management Systems

The Consultant must at all times have a Quality Management System, an OHS Management System and an Environmental Management System.

15.2 Preparation of Management Systems

(a) The Consultant must prepare all Management Systems in a way that they support the performance of the Consultant's obligations under this Accreditation Deed.

(b) The Consultant must retain a copy of any such Management System and have it available for inspection by Wannon Water upon request.

15.3 Compliance with Management Systems

The Consultant must maintain and consistently implement the Management Systems.

15.4 Requirements for Management Systems

The Management Systems must at all times:

(a) comply with any relevant Legislative Requirements;

(b) comply with the OHS Law;

(c) be certified and regularly audited by an appropriately qualified external auditing / compliance organisation as being compliant with the following (as amended or superseded from time to time):

(i) in relation to safety management systems, AS/NZS 4801:2001, ISO45001 or CCF JAS-ANZ requirements;

(ii) in relation to quality management systems, ISO 9001 or CCF JAS-ANZ requirements; and

(iii) in relation to environmental management systems, AS/NZS ISO 14001;2004 or CCF JAS-ANZ requirements.

(d) not prescribe a lesser standard or requirement than the corresponding standard or requirement in any of the relevant requirements of the Accreditation Deed;

(e) support compliance with and the implementation of the relevant requirement of the Accreditation Deed;

(f) to the extent relevant in relation to a particular project, describe how the Consultant will manage the undertaking of the Consultant's obligations under this Accreditation Deed in accordance with this Accreditation Deed;

(g) describe how the Consultant will satisfy all relevant Legislative Requirements;

(h) describe how the Consultant will provide evidence that it has complied with its obligations under this Accreditation Deed;

(i) contain a mechanism which will result in management of the Consultant being informed, in a timely manner, of any non-conformances with a requirement of this Accreditation Deed;

(j) contain a mechanism which will result in the recording of any non-conformance with a requirement of this Accreditation Deed and any request for a corrective action issued by Wannon Water to the Consultant, the circumstances giving rise to that non-conformance, the steps taken to address that non-conformance and the steps taken to prevent the non-conformance recurring in the future; and

(k) be capable of being Audited to demonstrate the compliance of:

(i) the Management Systems with the requirements of this Accreditation Deed; and

(ii) the performance of the Works or Services (as far as relevant to the Consultant) with this Accreditation Deed.

15.5 Documents

(a) The Consultant must retain all data, document and records relevant to the Management Systems for a period of 7 years after the completion of the relevant Work or Services (as is relevant to the Consultant).

(b) The Consultant must provide Wannon Water with copies of any data, documents and records relevant to the Management Systems if requested to do so by Wannon Water.

15.6 Audit of Management Systems

The Consultant must allow Wannon Water, or a nominee of Wannon Water, to conduct an Audit of any of the Management Systems if requested to do so by Wannon Water.

15.7 Additional requirements for the Quality Management System

The Quality Management System must, in addition to complying with the requirements for Management Systems as set out above be capable of recording the quality of the performance of the Services (as is relevant to the Consultant)

16 Incidents

16.1 Keeping of Records

(a) The Consultant must keep all documents and records relating to Incidents and must keep those records and documents for a period of 7 years after the Incident.

(b) The Consultant must allow Wannon Water, or a nominee of Wannon Water, to conduct an Audit of any of the documents and records to which subclause 16.1(a) applies if requested to do so by Wannon Water.

16.2 Reporting of Serious Incidents

The Consultant must, as soon as practicable after a Serious Incident, advise Wannon Water of:

(a) the occurrence of the Serious Incident;

(b) the cause of the Serious Incident; and

(c) the consequences of the Serious Incident.

16.3 Investigation of Serious Incidents

(a) The Consultant must:

(i) as soon as practicable after a Serious Incident, investigate the Serious Incident with a view to:

(A) fully understanding the cause of the Serious Incident; and

(B) taking steps to prevent the circumstances which gave rise to the Serious Incident from occurring in the future;

(ii) complete the investigation in accordance with this subclause 16.3 within 5 Business Days of the Serious Incident, unless the Serious Incident is the subject of a WorkSafe Investigation, in which case the investigation by the Consultant must be completed as soon as possible and no later than 3 Business Days after the WorkSafe Investigation has concluded.

(b) The Consultant must:

(i) advise Wannon Water of the arrangements for and the timing of the investigation;

(ii) allow Wannon Water, if it desires to do so, to contribute to or participate in the investigation;

(iii) record the investigation in writing in a manner which results in an Auditable record of the investigation and the matters referred to in subclause 16.3(a)(i);

(iv) provide Wannon Water with a copy of the written record referred to in subclause 16.3(b)(iii) within 5 Business Days of the investigation being concluded.

16.4 Response to Serious Incidents

The Consultant must implement steps to prevent the circumstances which gave rise to the Serious Incident from occurring in the future.

17 Insurances

17.1 Obligation to insure

The Consultant must maintain:

(a) the insurances specified in Schedule 5;

(b) all insurances required by a Legislative Requirement; and

(c) all other insurances which a reasonably prudent consultant in the position of the Consultant would maintain.

17.2 Subcontractors

The Consultant must procure that its subcontractors maintain all insurances

(a) as set out in Schedule 5; and

(b) as required by a Legislative Requirement.

17.3 Status of insurer

The insurances required pursuant to subclause 17.1 must be taken out with a reputable insurer which has a rating from Standard & Poor's (or if Standard & Poor's no longer provides such ratings, an equivalent entity to Standard & Poor's acceptable to Wannon Water) of not less than A – and which is permitted by the *Insurance Act 1973* (Cth) to undertake insurance in Australia.

17.4 Evidence of insurance

The Consultant must, within 5 Business Days of the Commencement Date and, within 5 Business Days of each request from Wannon Water, provide to Wannon Water evidence of compliance with this clause 17 in the form of a certificate of currency for the respective insurance policy.

17.5 No undermining

The Consultant must not, and must ensure that those who it can influence do not do any act or permit or suffer any circumstances by which a policy of insurance required to be taken out under this clause 17 may at any time become void or voidable.

17.6 Cancellation

The Consultant must notify Wannon Water in writing whenever the insurer gives the Consultant a notice of cancellation or any other notice in respect of a policy.

17.7 Indemnity

The Consultant indemnifies Wannon Water in relation to any loss, cost, expense or liability incurred or suffered by Wannon Water by reason of or in connection with any failure by the Consultant to comply with the obligations under this clause 17.

17.8 Claims

The Consultant must:

(a) notify Wannon Water in writing of any claims against the insurances effected by the Consultant relating to the Services without undue delay after it becomes aware of the claims; and

(b) provide such further information to Wannon Water in relation to the claim as Wannon Water may require.

18 Works Information

18.1 Provision of the Works Information

As soon as practicable but not later than 10 days after the completion of the Works or Services and at any other time upon reasonable request of Wannon Water, the Consultant must provide the Works Information to Wannon Water.

18.2 Form of the Works Information

The Works Information must be in a form approved by Wannon Water.

18.3 Accuracy of the Works Information

The Consultant warrants that the Works Information will be accurate and complete and will not be misleading. Wannon Water is relying upon the Works Information.

19 Wannon Water Information

19.1 Relevance of Wannon Water Information

The Consultant:

(a) acknowledges that it may come into possession of Wannon Water Information; and

(b) must, to the extent practicable, independently verify any Wannon Water Information; and

(c) warrants that it will not rely upon any Wannon Water Information where it is practicable to independently verify the Wannon Water Information.

19.2 No warranty

Wannon Water does not give any warranty or make any representation as to the accuracy or completeness of any Wannon Water Information.

19.3 No Claim

(a) The Consultant has no claim against Wannon Water in relation to or in connection with any Wannon Water Information.

19.4 Use of Wannon Water Information

(a) The Consultant must not:

(i) use any Wannon Water Information for any purpose other than the undertaking of the Services; and

(ii) must not pass any Wannon Water Information to any third party other than for the purpose of undertaking of the Services.

(b) If the Consultant passes any Wannon Water Information to any third party as permitted by subclause 19.4(a)(ii) the Consultant must advise the recipient of that information of the matters set out in subclause 19.1 and subclause 19.2.

20 Intellectual Property

20.1 Consultant's obligations

The Consultant:

(a) warrants that the Services and the Works Information will not infringe the Intellectual Property Rights of any third party;

(b) grants to Wannon Water an irrevocable, perpetual, royalty free, unconditional licence to use the Services (as is relevant to the Consultant) and the Works Information in whatever reasonable manner Wannon Water finds convenient in respect of conducting its business and discharging its obligations; and

(c) warrants that it is able to grant the licence provided for in subclause 20.1(b).

20.2 Wannon Water's intellectual property

(a) The Consultant acknowledges that the provision to it of any of Wannon Water's Information does not give to the Consultant any Intellectual Property Rights in that information (other than in respect of the licence granted in subclause 20.2(b)).

(b) Wannon Water grants to the Consultant a royalty free licence to use Wannon Water's Information for the purpose of undertaking the Services.

20.3 The Consultant’s Intellectual Property

Wannon Water acknowledges that the provision to it of any of the

(a) Consultant’s Intellectual Property which existed prior to entering into this Accreditation Deed or which was created independently from the Services or from services of the Consultant provided under Wannon Water’s previous accreditation Scheme; or

(b) Consultant’s information

does not give Wannon Water any Intellectual Property Rights (other than in respect of the license granted in subclause 20.1(b)).

21 Confidentiality

21.1 Use of Wannon Water Confidential Information

The Consultant:

(a) must only use Wannon Water Confidential Information solely for the purpose of undertaking of the Services;

(b) must not disclose Wannon Water Confidential Information other than as permitted in this Accreditation Deed;

(c) must only disclose Wannon Water Confidential Information to persons who:

(i) are aware and agree that the Wannon Water Confidential Information must be kept confidential; or

(ii) have signed any confidentiality deed required by Wannon Water from time to time,

and either:

(iii) has a need to know (and only to the extent that each has a need to know); or

(iv) has been approved by Wannon Water from time to time;

(d) must ensure that the Consultant's Personnel keep confidential all Wannon Water Confidential Information, other than in circumstances where disclosure is permitted by this Accreditation Deed; and

(e) must ensure that the Consultant's Personnel only use Wannon Water Confidential Information solely for the purpose of undertaking of the Services.

21.2 Use of Consultant Confidential Information

(a) Wannon Water:

(i) must not disclose Consultant Confidential Information other than as permitted in this Accreditation Deed; and

(ii) must ensure that the Wannon Water's Representative keeps confidential all Consultant Confidential Information, other than in circumstances where disclosure is permitted by this Accreditation Deed.

(b) Wannon Water is permitted to share Consultant Confidential Information with other water corporations and other public bodies.

21.3 Breach of Confidence

(a) The Consultant must immediately notify Wannon Water of any suspected or actual unauthorised use, copying or disclosure of Confidential Information.

(b) The Consultant must provide assistance reasonably requested by Wannon Water in relation to any proceedings Wannon Water may take against any person for unauthorised use, copying or disclosure of Confidential Information.

(c) The Consultant acknowledges that damages will not be an adequate remedy in relation to any breach of this clause 21 and that Wannon Water will be entitled to take injunctive proceedings in relation to, or to prevent any such breach.

21.4 Limit of obligations

The obligations in this clause 21 do not apply to:

(a) information already in the public domain (other than as a result of a breach of this clause 21);

(b) any disclosure required by the listing rules of the Australian Stock Exchange; or

(c) any disclosure required by law or any governmental authority.

21.5 Survival

The obligations in this clause 21 survive the termination or expiration of this Accreditation Deed.

22 Show Cause Notice

22.1 Service of notice

(a) Wannon Water may issue a notice to show cause (***Show Cause Notice***) to the Consultant if:

(i) the Consultant is in breach of this Accreditation Deed; or

(ii) any warranty given by the Consultant under this Accreditation Deed is breached; or

(iii) the issue of such a notice is provided for elsewhere in this Accreditation Deed.

(b) The Show Cause Notice must:

(i) state that it is a notice under this subclause 22.1;

(ii) set out the circumstances relied upon in relation to the notice; and

(iii) set out the time within which the Consultant must provide a response in the form as set out under subclause 22.2 (which time must not be less than 5 Business Days from the date of the Show Cause Notice).

(c) In the Show Cause Notice, Wannon Water may set out a time within which the Consultant must rectify and resolve the effects of the breach and/or circumstances arising from the breach.

22.2 Response to notice

(a) Upon receipt of a Show Cause Notice, the Consultant must provide a response to the notice within the time required under subclause 22.1(b)(iii).

(b) The Consultant's response must:

(i) set out the reasons for the breach occurring, circumstance arising, and effect creating;

(ii) identify what steps the Consultant will take in order to ensure that the breach, circumstance and effect ceases;

(iii) identify what steps the Consultant will take in order to prevent the breach or circumstance occurring again in the future;

(iv) describe the steps the Consultant proposes to take in order to rectify and resolve the effects of the breach and/or the circumstances within the timeframe determined by Wannon Water under subclause 22.1(c); and

(v) set out the reasons why Wannon Water should not take further action under this Accreditation Deed in relation to the breach or circumstance.

22.3 Consideration of notice

Upon receipt of a response from the Consultant as contemplated by subclause 22.2 Wannon Water may, in its Absolute Discretion, advise the Consultant as to whether Wannon Water:

(a) it will terminate the Consultant's Accreditation according to clause 26;

(b) considers that the response does not adequately address the matters required to be addressed under subclause 22.2;

(c) intends to permit the Consultant's Accreditation to remain;

(d) intends to permit the Consultant's Accreditation to remain subject to certain conditions; or

(e) intends to permit the Consultant's Accreditation to remain subject to the Consultant being placed on Probation.

22.4 Inadequate Response

(a) If Wannon Water advises the Consultant that it considers that the response does not adequately address the matters required to be addressed under subclause 22.2 then Wannon Water may, in its absolute discretion:

(i) call for the Consultant to again respond as required subclause 22.2; or

(ii) elect to follow one of the other options set out in subclause 22.3.

(b) If Wannon Water calls for the Consultant to again respond as required subclause 22.2 the Consultant must do so within the time directed by Wannon Water.

(c) Subclause 22.3 and subclause 22.4 shall continue to apply until Wannon Water considers that the response does adequately address the matters required to be addressed under subclause 22.2 or until Wannon Water has elected to follow one of the other options set out in subclause 22.3.

22.5 Compliance with Response and time set by Wannon Water

(a) If Wannon Water advises the Consultant that it permits the Consultant's Accreditation to remain (with or without conditions) as contemplated by subclauses 22.3(c), (d), or
(e) then:

(i) the Consultant must, thereafter, take the steps, and continue to take the steps, set out in the response from the Consultant (being the steps described in subclauses 22.2(b)(ii), 22.2(b)(iii) and 22.2(b)(iv) and if so specified, within the time determined by Wannon Water under subclause 22.1(c)); and

(ii) the steps referred shall, thereafter, be regarded as obligations under this Accreditation Deed and be subject to the provisions of this Accreditation Deed as if they had been set out as obligations when this Accreditation Deed was first entered into.

(b) If Wannon Water advises the Consultant that it will terminate the Consultant's Accreditation under this Accreditation Deed, Wannon Water is notwithstanding entitled to request the Consultant to take the steps, and continue to take the steps, set out in the response from the Consultant (being the steps described in subclauses 24.2(b)(ii) and 24.2(b)(iv)) and if so specified, within the time determined by Wannon Water under subclause 22.1(c); and the Consultant must comply with that request.

22.6 Conditions

If Wannon Water advises the Consultant that it intends to permit the Consultant's Accreditation to remain with conditions, as contemplated by subclause 22.3(d) then:

(a) the Consultant must, thereafter, comply with those conditions; and

(b) the conditions shall, thereafter, be regarded as Accreditation Conditions and be subject to the provisions of this Accreditation Deed as if they had been set out as Accreditation Conditions when this Accreditation Deed was first entered into.

22.7 Validity of notice

A Show Cause Notice shall not be regarded as ineffective or invalid by reason of any deficiency in the information required to be given under subclause 22.1 and substantial compliance with subclause 22.1 shall be sufficient.

23 Performance Discussion

23.1 Deferral of Show Cause Notice

If Wannon Water is entitled to issue a Show Cause Notice then Wannon Water may, in its absolute discretion, defer the issuing of the Show Cause Notice and invite the Consultant:

(a) to participate in a discussion with Wannon Water in relation to the Consultant's performance under this Accreditation Deed;

(b) to provide an undertaking as to the future performance of the Consultant; or

(c) to do a combination of the above.

23.2 Undertakings and conditions

(a) Wannon Water may, in its absolute discretion, accept an undertaking as to the future performance from the Consultant.

(b) The undertaking may set out conditions which the Consultant agrees to abide by in the future.

(c) If any undertaking sets out conditions as provided for in subclause 23.2(b) then:

(i) the Consultant must, thereafter, comply with those conditions; and

(ii) the conditions shall, thereafter, be regarded as Accreditation Conditions and be subject to the provisions of this Accreditation Deed as if they had been set out as Accreditation Conditions when this Accreditation Deed was first entered into.

(d) Any undertaking given by the Consultant as provided for in subclause 23.2(b):

(i) must be adhered to by the Consultant; and

(ii) shall, thereafter, be regarded as obligations under this Accreditation Deed and be subject to the provisions of this Accreditation Deed as if they had been set out as obligations when this Accreditation Deed was first entered into.

23.3 Duration of deferral

(a) Wannon Water may defer the issuing of the Show Cause Notice for the period of time it, in its absolute discretion, considers appropriate.

(b) If Wannon Water has not accepted an undertaking prior to the expiration of the period of time referred to in subclause 23.3(a) then Wannon Water will be free to issue the Show Cause Notice.

24 Defects / Non-Compliance

24.1 Rights and obligations regarding Defects

(a) The Consultant must:

(i) conduct reasonable inspections of the Works with a view to identifying any Defects;

(ii) promptly advise Wannon Water of any Defects of which it becomes aware; and

(iii) ensure the rectification of any Defects.

(b) At any time after the commencement of the Services and during the Warranty Period, Wannon Water may:

(i) notify the Consultant by notice in writing of any Non-Compliance or any Defect that Wannon Water reasonably considers to exist;

(ii) require the Consultant, at the Consultant's cost, to ensure the rectification of the Non-Compliance or the Defect (or, at the option of Wannon Water, the taking of steps to ameliorate the consequences of the Non-Compliance) within the period set out in the notice which shall be determined by Wannon Water having regard to the nature of the Non-Compliance or the Defect;

(iii) at its discretion, undertake, or procure the undertaking of emergency works in respect of any such Non-Compliance or Defect; and

(iv) require the Consultant to provide to Wannon Water a response letter, within the period set out in the notice, which must:

(A) set out the reasons for the Non-Compliance or Defect occurring or circumstance arising;

(B) identify what steps the Consultant will take in order to ensure that the Non-Compliance or Defect, circumstance and effect ceases;

(C) identify what steps the Consultant will take in order to prevent the Non-Compliance or Defect or circumstance occurring again in the future;

(D) describe the steps the Consultant proposes to take in order to rectify and resolve the effects of the Non-Compliance or Defect and/or the circumstances within the timeframe determined by Wannon Water under subclause 24.1(b)(ii); and

(E) set out the reasons why Wannon Water should not take further action under this Accreditation Deed in relation to the Non-Compliance or Defect or circumstance.

24.2 Compliance with notice

(a) The Consultant must comply with any notice given under subclauses 24.1(b)(i) and must do so within the time as determined in that notice according to subclause 24.1(b)(ii).

(b) If the Consultant does not comply with subclause 24.2(a) Wannon Water may remedy the Non-Compliance, ameliorate the consequences of the Non-compliance and rectify the Defect with own staff or by engaging a contractor.

24.3 Costs incurred by Wannon Water

Any costs reasonably incurred by Wannon Water in:

(a) undertaking or procuring the undertaking of emergency works as contemplated by subclause 24.1(b)(iii); or

(b) remedying the Non-Compliance, ameliorating the consequences of the Non-Compliance and rectifying the Defect as contemplated by subclause 24.2(b),

shall be a debt due and payable to Wannon Water by the Consultant.

25 Audits

25.1 General right to Audit

(a) Wannon Water's agents or officers may at any time during the term of this Accreditation Deed Audit the compliance with the requirements under this Accreditation Deed by the Consultant.

(b) The Consultant must:

(i) cooperate fully with the auditor;

(ii) allow the auditor access to all relevant records and premises; and

(iii) not obstruct the auditor in the performance of its role.

25.2 Quality Audits and testing

(a) In addition to any site attendances that may be carried out by the officers or agents of Wannon Water in relation to the Services, Wannon Water may at any time, during the performance of the Services, Audit the Services. If in the course of Auditing, Wannon Water is not satisfied that the Services (as relevant to the Consultant) are or will not have a Non-Compliance or Defect

(i) the Consultant must pay the costs of the Audit, and

(ii) Section 24 (Defects/ Non-Compliance) applies.

(b) If tests are specified for the Works or Services, the Consultant shall ensure that Wannon Water is informed not less than 3 Business Days in advance of the date on which the Works or Services will be ready for testing and shall agree with Wannon Water a date for the tests. Wannon Water will not be responsible for the costs incurred in connection with those tests, including the Contractor's personnel costs, and the costs will be borne by one of the Developer, the Accredited Consultant or the Contractor having regard to the agreements between them. Wannon Water will be responsible for Wannon Water's personnel costs incurred in connection with those tests unless the Works or Services are not presented for testing on this date, in which case Wannon Water's personnel costs shall be borne by one of the Developer, the Accredited Consultant or the Contractor having regard to the agreements between them.

(c) In the course of any kind of Auditing, Wannon Water is entitled to take photographs.

(d) Any inspection, testing or Auditing by Wannon Water shall not relieve the Consultant of any obligations contained in the Accreditation Deed.

25.3 OHS Audits for work on Wannon Water Assets

At any time, during the performance of the Works or Services, Wannon Water may Audit the compliance of the Consultant with OHS Law in relation to works undertaken on Wannon Water Assets. If, in the course of Auditing, Wannon Water is not satisfied that the manner of the Works or Services (as relevant to the Consultant) undertaken at a Wannon Water Asset are or will comply with OHS Law:

(a) the Consultant must pay the costs of the Audit; and

(b) the Consultant must comply with any instruction given by Wannon Water under subclause 14.1(a) (iii).

26 Termination of Accreditation

26.1 Termination of Accreditation

Wannon Water may at any time by giving notice to the Consultant terminate the Consultant's Accreditation if:

(a) a Show Cause Notice has been served to the Consultant and the Consultant has not responded as required by subclause 22.2; or

(b) a Show Cause Notice has been served on the Consultant and Wannon Water has advised that it will terminate the Accreditation Deed as contemplated by subclause 22.3(a); or

(c) the Consultant fails to take a step or continue to take a step under subclause 22.5; or

(d) the Consultant fails to comply with a condition under subclause 22.6; or

(e) the Consultant engages in fraudulent conduct (e.g. falsifying documents);

(f) the Consultant is the subject of an Insolvency Event;

(g) the Consultant fails to comply with, or procure compliance with Wannon Water's live sewer entry requirements;

(h) the Consultant is subject to a WorkSafe Investigation and Wannon Water is reasonably of the view that the reason for the WorkSafe Investigation is likely to impact the Contractors ability to comply with the requirements under the Accreditation Deed; or

(i) the Consultant commits a Substantial Breach of this Accreditation Deed

26.2 Timing of termination

(a) If Wannon Water is to terminate the Consultant's Accreditation under subclause 26.1 it may, in the notice to the Consultant, nominate a future date upon which the termination is to take effect. The Accreditation will be terminated upon that date.

(b) If no such date is nominated then the Accreditation is terminated from the date of receipt, or deemed receipt, of the notice.

26.3 Consequences of termination

If the Consultant's Accreditation is terminated under this Accreditation Deed, then the Consultant:

(a) must, upon Wannon Water's request, complete any of the Services which are not completed yet (unless Wannon Water directs the Consultant to immediately cease undertaking all Services);

(b) must, if so directed by Wannon Water, immediately cease undertaking all Services (except to the extent necessary to make safe any circumstance which would otherwise be unsafe);

(c) must not commence the undertaking of any further Services; and

(d) is not entitled to apply for Accreditation until a 12 month period has elapsed since the termination of the Consultant's Accreditation, unless otherwise agreed by Wannon Water.

26.4 Re-application (after termination)

In order to re-apply and be considered by Wannon Water for Accreditation after the Accreditation has been terminated according to clause 26.1, a Consultant must demonstrate that:

(a) any non-conformances have been rectified; and

(b) a preventative action plan is in place; and

(c) at least 2 months, or such other period as nominated by Wannon Water has passed since the time of termination; and

(d) the requirements set out under subclause 7.1 are fulfilled.

26.5 Termination of Accreditation Categories

In addition to Wannon Water's right to terminate the Accreditation in its entirety, Wannon Water may terminate only one or more Accreditation Categories applicable to the Contractor, and subclauses 26.1 until 26.4 apply accordingly.

27 Suspension of Accreditation

27.1 Entitlement to suspend

If Wannon Water is entitled to terminate the Consultant's Accreditation then Wannon Water may, in its absolute discretion, suspend the Consultant's Accreditation as an alternative to termination of the Consultant's Accreditation.

27.2 Immediate suspension

(a) If Wannon Water forms the view that it is prudent, in order to prevent:

(i) any loss or damage or injury described under clause 11; or

(ii) a material or repeated breach of this Accreditation Deed, to immediately suspend the Consultant's Accreditation then Wannon Water may issue a notice to the Consultant suspending the Consultant's Accreditation from a time and date nominated in the notice.

(b) The Consultant's Accreditation is suspended from the time and date nominated in the notice delivered pursuant to subclause 27.2(a).

(c) As soon as practicable following the delivery of a notice pursuant to subclause 27.2(a), Wannon Water shall deliver a Show Cause Notice or take any other steps it is entitled to take in circumstances where it is entitled to deliver a Show Cause Notice.

(d) If Wannon Water does not deliver a Show Cause Notice or take any other steps it is entitled to take in circumstances where it is entitled to deliver a Show Cause Notice within 5 Business Days of the delivery of a notice pursuant to subclause 27.2(a) then the suspension ceases.

27.3 Duration of suspension

If Wannon Water suspends the Consultant's Accreditation, then Wannon Water may:

(a) suspend the Accreditation for a defined period of time;

(b) suspend the Accreditation until certain specified conditions are satisfied; and

(c) nominate a maximum permitted duration for the suspension.

27.4 Consequences of suspension

If the Consultant's Accreditation is suspended in accordance with clause 27, then, for the duration of the suspension, subclause 26.4 shall apply as if the Accreditation had been terminated.

27.5 Conditions

If Wannon Water suspends the Accreditation until certain specified conditions are satisfied and those conditions are satisfied then:

(a) upon satisfaction of the conditions Wannon Water will give notice to the Consultant that the suspension has ceased and the suspension shall cease from the date of the notice;

(b) the Consultant must, after the satisfaction of the conditions, continue to comply with those conditions; and

(c) the conditions shall, thereafter, be regarded as Accreditation Conditions and be subject to the provisions of this Accreditation Deed as if they had been set out as Accreditation Conditions when this Accreditation Deed was first entered into.

27.6 Maximum duration

If a maximum permitted duration is specified for a suspension as contemplated by subclause 27.3(c) then if the suspension has not ceased by the expiration of the duration then Consultant's Accreditation is automatically terminated.

27.7 Suspension of Accreditation Categories

In addition to Wannon Water's right to suspend the Accreditation in its entirety, Wannon Water may suspend only one or more Accreditation Categories, and subclauses 27.1 to 27.6 apply accordingly.

28 Change in Control

28.1 Consent required

If there is to be a Change in Control the Consultant must seek the consent of Wannon Water.

28.2 Actions required

If there is to be a Change in Control the Consultant must demonstrate that the Change in Control will not adversely impact the Consultant's ability to perform the Services.

28.3 Consent not to be unreasonably withheld

Provided that the Consultant has complied with subclauses 28.1 and 28.2 then Wannon Water may not unreasonably withhold its consent.

28.4 Absence of consent

(a) If there is a Change in Control without consent of Wannon Water then:

(i) the Consultant's Accreditation is immediately suspended; and

(ii) Wannon Water is entitled to issue a Show Cause Notice.

(b) A failure to terminate this Accreditation Deed immediately following a Change in Control without the consent of Wannon Water shall not prevent Wannon Water from later terminating the Consultant's Accreditation in its Absolute Discretion.

28.5 Duration of suspension

(a) If the Consultant's Accreditation is suspended by reason of subclause 28.4 the suspension remains in effect until the earlier of:

(b) the cessation of the Change in Control;

(c) the expiration of the Consultant's Accreditation by reason of subclause 7.2; and

(d) the termination of the Consultant's Accreditation in accordance with this Accreditation Deed.

28.6 Consequences of suspension

If the Consultant's Accreditation is suspended in accordance with this clause 28, then, for the duration of the suspension, subclause 26.4 shall apply as if the Accreditation had been terminated.

29 Dispute Resolution

29.1 Dispute process

(a) The parties must follow this clause 29 in relation to any dispute or difference that arises between the parties which is in any way connected with this Accreditation Deed or the undertaking of the Services (**Dispute**).

(b) The parties may not commence litigation in relation to any Dispute (other than for urgent relief) unless and until it becomes entitled to do so under this clause 29.

(c) The parties must continue to comply with this Accreditation Deed notwithstanding the existence of a Dispute.

29.2 Prevention by collaboration

(a) The parties will seek to prevent any Dispute from arising by constant collaboration.

29.3 Notice of Dispute

Any party wishing to progress the Dispute must deliver by hand or certified mail to the other party, a written notice of Dispute, which adequately identifies and provides details of the Dispute (**Notice of Dispute**).

29.4 Meetings

If a party issues a notice of Dispute under subclause 29.3, the following process applies:

(a) within 10 Business Days of the giving of a Notice of Dispute, the Consultant's Representative and/ or other person duly authorised by the Consultant and Wannon Water's Representative and/ or other person duly authorised by Wannon Water must confer in a good faith attempt to resolve the Dispute; and

(b) if the Dispute is not resolved within 10 Business Days of the giving of the Notice of Dispute, the Consultant, represented by a senior person having authority to agree a resolution of the Dispute (not being the Consultant's Representative and being senior to the Consultant's Representative) and Wannon Water represented by a senior person having authority to agree a resolution of the Dispute, (not being Wannon Water's Representative and being senior to Wannon Water's Representative) must confer in a good faith attempt to resolve the Dispute and must do so within 20 Business Days of the giving of a Notice of Dispute.

29.5 Mediation

If the Dispute is not resolved within 20 Business Days of the giving of the Notice of Dispute, either party may refer the Dispute to mediation.

29.6 Litigation

If:

(a) the Dispute is not resolved within 60 Business Days of the giving of the Notice of Dispute (or such longer period as may be agreed by the parties); and

(b) the parties have attended a mediation in accordance with subclause 29.5,

(c) then either party may refer the Dispute to litigation.

29.7 Performance during dispute resolution

The parties to a Dispute will continue to perform their respective obligations under this Accreditation Deed, pending the resolution of a Dispute under this clause 29.

29.8 Interlocutory relief

Nothing in this clause 29 is to be taken as preventing any party to a Dispute from seeking interlocutory relief in respect of such Dispute.

29.9 Parties Obligations

The parties must use their reasonable efforts to resolve the Dispute through the process described in this clause 29, including arranging and attending meetings to discuss the Dispute.

29.10 Survival

This clause 29 survives the termination or expiration of this Accreditation Deed.

30 Audit of Records

30.1 Retention of documents and records

The Consultant must keep all documents and records relating to the performance of the obligations under this Accreditation Deed and must do so for a period of 7 years after the expiration or termination of this Accreditation Deed.

30.2 Entitlement to undertake Audit

Upon reasonable notice from Wannon Water, the Consultant must allow Wannon Water, or a nominee of Wannon Water, to inspect the documents and records to which subclause 30.1 applies and to conduct an Audit of those documents and records.

31 Notices

31.1 Application of clause

In this clause 31 reference to notice means a notice, consent, approval or other communication.

31.2 Requirements for Notices

Any notice given under or in relation to this Accreditation Deed must:

(a) be in writing;

(b) be signed by or on behalf of the party giving the notice;

(c) be delivered to each of Wannon Water's Representative and the Consultant's Representative;

(d) comply with the requirements of this Accreditation Deed;

(e) be delivered as provided for in this Accreditation Deed; and

(f) state on the face of the notice:

(i) that it is a notice pursuant to this Accreditation Deed;

(ii) which clause or clauses of this Accreditation Deed the notice relates to; and

(iii) what issue or issues the notice relates to.

31.3 Non-compliance with requirements

If a notice does not comply with this clause 31, it cannot be relied upon and will not be taken to be a valid notice under this Accreditation Deed.

31.4 Mode of Service

A notice may be served by:

(a) hand;

(b) post;

(c) email.

31.5 Address for Service

(a) The addresses for service (including the email address number) are set out in Item 7 and Item 8 of the Particulars.

(b) The address for service (including email) may be varied by a party upon the giving of notice in writing of that variation.

(c) A notice must be given to the address for service, be email or by hand.

31.6 Time of Service

A notice will be taken to have been delivered as follows:

(a) where the notice is permitted to be delivered by hand and is delivered by hand, when it has been delivered to the address of the addressee provided for in this Accreditation Deed in which case it shall be deemed to have been given upon delivery;

(b) where the notice is permitted to be sent by post and is sent by post, when it has been sent by pre-paid ordinary post to the address provided for in this Accreditation Deed, in which case it shall be deemed to have been given on the third Business Day after posting; or

(c) in the case of email, if the receiving party has agreed to receipt in that form under the Accreditation Deed and the message is correctly addressed to and successfully transmitted to that party's email address,when the sender receives confirmation on its server that the message has been transmitted.

31.7 Validity of Notice

A notice is valid even if the intended recipient does not receive it or it is returned unclaimed to the sender provided it is sent in accordance with this Accreditation Deed.

32 Miscellaneous

32.1 Governing Law

This Accreditation Deed is governed by the laws of Victoria.

32.2 Jurisdiction

Each party submits to the exclusive jurisdiction of the courts exercising jurisdiction in Victoria and any courts that may hear appeals from such courts and waives any right it might have to claim that those courts are an inconvenient forum.

32.3 Entire Deed

This Accreditation Deed:

(a) constitutes the entire agreement between the parties as to its subject matter; and

(b) supersedes all prior understandings or agreements between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party in connection with that subject matter.

32.4 Alteration

This Accreditation Deed may only be altered or varied in writing signed by the parties.

32.5 Consents and conditions

(a) Where Wannon Water is called upon, or is able to give any approval or consent or exercise any discretion pursuant to this Accreditation Deed Wannon Water may:

(i) give the approval or consent or exercise any discretion;

(ii) not give the approval or consent or exercise any discretion; or

(iii) give the approval or consent or exercise any discretion subject to conditions.

(b) Where Wannon Water gives any approval or consent or exercises any discretion subject to conditions:

(i) the approval or consent or exercise of the discretion shall not be taken to be given or the discretion exercised until the conditions are fulfilled;

(ii) the person enjoying the benefit of the approval or consent or exercise of the discretion must comply with or fulfil the conditions;

(iii) if, at any time, the person enjoying the benefit of the approval or consent or exercise of the discretion (the **Approval**) fails to comply with or fulfil the conditions or is otherwise in breach of the conditions, the Approval will be void from the beginning and matters as between Wannon Water and the Consultant will be as if the Approval had not been given (save that Wannon Water will continue to enjoy the benefit of any compliance with the conditions).

32.6 Discretion

If Wannon Water is entitled to act in its ***Absolute Discretion*** then:

(a) Wannon Water is entitled to act as it considers appropriate and is not obliged to consider the interests of the Consultant;

(b) Wannon Water may impose any conditions it considers appropriate in relation to the exercise of the discretion (and subclause 36.5 shall apply to any such conditions);

(c) any obligation to act in good faith does not apply in respect of the exercise of the discretion;

(d) the exercise of the discretion shall not be reviewable;

(e) Wannon Water shall not be constrained from acting by any principle of common law or equity;

(f) there shall be no time constraint on when Wannon Water may exercise that discretion (unless such a constraint arises through the particular provision of this Accreditation Deed giving rise to the discretion); and

(g) the Consultant shall have no claim against Wannon Water in relation to the exercise of the discretion or the timing of the exercise of the discretion.

32.7 Consultant's breach

(a) Any breach of this Accreditation Deed by the Consultant shall be taken to be committed afresh each day until the breach ceases.

(b) Wannon Water's rights in relation to any breach of this Accreditation Deed by the Consultant shall accrue afresh each day until the breach ceases.

(c) No indulgence or delay by Wannon Water shall prejudice Wannon Water in the exercise of its rights or be taken to be an election by Wannon Water.

32.8 Cumulative rights

Any specific right or remedy provided in this Accreditation Deed will not be exclusive but will be cumulative of all other rights and remedies provided by law, agreement or otherwise.

32.9 No liability reduction

The obligations and the liability of the Consultant under this Accreditation Deed or at law are not limited by any equal or similar entitlements of Wannon Water towards any other party.

32.10 Cessation of work for a certain Development

(a) The obligations and the liability of the Consultant under this Accreditation Deed or at law are not limited by the fact that the Consultant ceases to provide Services for the construction of a particular Water Infrastructure.

(b) If the Consultant ceases to provide Services for the construction of a particular Water Infrastructure, it must immediately notify Wannon Water.

(c) If the Consultant's Accreditation is suspended or terminated or if the Consultant ceases to provide Services for the construction of a particular Water Infrastructure for any other reason, it must immediately notify the Developer and the Accredited Contractors who are involved in the construction of the particular Water Infrastructure.

32.11 No Reliance

The Consultant agrees that in entering into this Accreditation Deed it has not relied upon any representation, warranty or inducement by Wannon Water.

32.12 Survival

The Continuing Provisions are independent and survive the termination or expiration of this Accreditation Deed.

32.13 Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

32.14 Severance

A term or part of a term of this Accreditation Deed that is illegal or unenforceable may be severed from this Accreditation Deed and the remaining terms or parts of the term of this Accreditation Deed continue in force.

32.15 Counterparts

This Accreditation Deed may be executed in counterparts. All executed counterparts constitute one document.

32.16 Costs

Each party must pay its own costs of negotiating, preparing and executing this Accreditation Deed.

32.17 Inconsistency with other documents

If this Accreditation Deed is inconsistent with any other document or agreement between the parties, this Accreditation Deed prevails to the extent of the inconsistency.

32.18 Amendment

This Accreditation Deed can only be amended or replaced by another document signed by the Consultant and Wannon Water.

32.19 Assignment

The Consultant must notify Wannon Water if it assigns its rights under this Accreditation Deed.

32.20 Privacy

The Accreditation Status of consultants and contractors will be publicly available on the Wannon Water website. Wannon Water reserves the right to share Audit information with other water corporations and other public bodies. Consultants will not have access to the detailed Audit information of parties other than themselves.

Schedule 1 - Particulars

#	Clause	Item	Information	
1.	7.4	Accreditation Application	Date	
2.	7.2	Accreditation Period	Accreditation Period commences	
			Accreditation Period lapses	
3.		Accredited Category		
4.		Commencement Date	Date	
5.		Consultant	Title	
			ABN/ACN	
			Trading as	
6.	4.1	Consultant's Representative	Name	
7.	31.5	Consultant's Address	Address	
			Telephone	
			Email	
8.	31.5	Wannon Water's Address	Address	
			Telephone	
			Email	
9.	4.2	Wannon Water's Representative	Name	
10.	12	Key Personnel	Name: Role:	

Schedule 2 - Wannon Water's Land Development and Administrative Process

(for Consultant Accreditation and Developer Works)

Explanation:

The Developer Works Agreement and the Accreditation Deeds already set out the main processes during the development project.

"Wannon Water's Land Development and Administrative Process for Consultant Accreditation and Developer Works" sets out more details regarding the accreditation and the respective Developer Works (e.g. process of testing, or requirements for a shut-down, etc.).

1. Wannon Water's Land Development and Administrative Process

(a) Wannon Water's Land Development and Administrative Process may contain or describe:

(i) obligations to be discharged by the Developer, or the Accredited Consultants or Accredited Contractors;

(ii) actions to be undertaken by the Developer, or the Accredited Consultants or Accredited Contractors;

(iii) preconditions to certain events occurring or steps being taken; and

(iv) consequences of certain events occurring or steps being taken (including consequences in the nature of releases, warranties or indemnities).

(b) The obligations, actions, preconditions and consequences referred to in the Developer Works Agreement, the Consultant Accreditation Deed and the Contractor Accreditation Deed will be given effect to between the parties in addition to the obligations, actions, preconditions and consequences set out in this Schedule.

(c) If there is any conflict between the provisions of this Schedule and any of the Deeds referred to in paragraph 1(b) then the provisions of the relevant Deed shall prevail.

2. Developer's obligations regarding Wannon Water's Land Development and Administrative Process

(a) The Developer must comply, and must procure that the Accredited Consultants or Accredited Contractors comply, with Wannon Water's Land Development and Administrative Process, and must complete, and must procure that the Accredited Consultants or Accredited Contractors complete, all the documents which Wannon Water's Land Development and Administrative Process calls for the Developer, the Accredited Consultants or Accredited Contractors to complete, must do so within the time as determined by Wannon Water, and must, upon request of Wannon Water resubmit any form if it did not comply with stipulations of the Developer Works Agreement or
Wannon Water's Land Development and Administrative Process.

(b) The Developer warrants that:

(i) it or its Accredited Consultants or Accredited Contractors will take care in completing any documents required to be completed by Wannon Water;

(ii) the documents which it or its Accredited Consultants or Accredited Contractors completes which are required by Wannon Water will be accurate and complete and will not be misleading; and

(iii) neither it nor its Accredited Consultants or Accredited Contractors will complete such documents unless it has sufficient knowledge of the circumstances the subject of the documents to enable it to complete those documents in accordance with Wannon Water's requirements.

3. The Accredited Consultant's and Accredited Contractors' obligations regarding Wannon Water's Land Development and Administrative Process

(a) The Accredited Consultant and the Accredited Contractor must comply with Wannon Water's Land Development and Administrative Process and must complete all the documents which Wannon Water's Land Development and Administrative Process calls for the Consultant and Contractor to complete, must do so within the time provided
for in Wannon Water's Administrative Process, and must, upon request of Wannon Water resubmit any form if it did not comply with stipulations of the Accreditation Deed or Wannon Water's Land Development and Administrative Process.

(b) The Accredited Consultant and the Accredited Contractor warrant that:

(i) they will take care in completing the documents required to be completed by Wannon Water;

(ii) the documents which they complete will be accurate and complete and will not be misleading; and

(iii) they will not complete such documents unless they have sufficient knowledge of the circumstances that are the subject of the documents to enable it to complete such documents in accordance with Wannon Water's requirements.

4. Preliminary Servicing Advice

(a) Any information given in a preliminary servicing advice or otherwise by Wannon Water is not binding upon Wannon Water and the Developer shall not undertake any commitment based on any information given until a formal execution of the Developer Works Agreement.

5. Deed application and execution

(a) After having received the application for a Developer Works Agreement, if Wannon Water decides to offer to the Developer to execute a Developer Works Agreement, Wannon Water will send to the Developer in electronic form:

(i) a cover letter;

(ii) two copies of the Developer Works Agreement executed by Wannon Water; and

(iii) two copies of the Service Requirements and Costing Schedule which form part of the Developer Works Agreement.

(b) The Developer must execute both copies of the Developer Works Agreement, complete the particulars page of the Developer Works Agreement, and send one copy of the Developer Works Agreement and the Service Requirements and Costing Schedule back to Wannon Water within three months from the issue date of the Service Requirements and Costing Schedule.

6. Payments of fees to Wannon Water

All fees Wannon Water requests the Developer to pay for services or actions of Wannon Water, have to be paid upfront. Wannon Water will not undertake any action or render any service until full payment of the respective fee has been made.

7. Engagement and Details of Accredited Consultants and Accredited Contractors for the Works or Services

(a) The Developer must engage an Accredited Consultant before executing the Developer Works Agreement and must provide Wannon Water with the details of the engaged Accredited Consultant either, if already known, by filling them into the Form 'Application for Developer Works Agreement and Service Requirements and Costing Schedule' or, at the latest, into the Particulars of the Deed before sending the executed copies of the Developer Works Agreement to Wannon Water.

(b) The Developer must engage an Accredited Contractor before the commencement of the construction and must immediately after the engagement provide Wannon Water with the details of the Contractor. The Developer may engage additional Accredited Contractors at any time during the provision of the Works. Immediately, after engaging an additional Accredited Contractor, the Developer must provide Wannon Water with the details of the additional Accredited Contractor.

8. Details of Representatives

(a) The Developer must provide Wannon Water with the details of the Developer's Representatives when executing the Developer Works Agreement.

(b) The Accredited Consultant and the Accredited Contractor must provide Wannon Water with the details of their appointed representatives before the commencement of any Works or Services (relevant to the Accredited Consultant and the Accredited Contractor).

9. Completion and Submission of the Design Package

(a) For the submission of the Design Package, the Accredited Consultant must:

(i) satisfy all requirements, follow all instructions and attach all additional documentation as prompted in the online Form 20 ; and

(ii) complete and submit that form.

(b) Wannon Water may at any time request additional information from the Accredited Consultant and the Accredited Consultant must provide Wannon Water with this information without undue delay.

10. Resubmission of the Design Package

(a) Upon Wannon Water's request, the Accredited Consultant must resubmit the Design Package. In this case, the Consultant must:

(i) satisfy all requirements, follow all instructions and attach all additional documentation as prompted in the online Form 20 or as otherwise requested by Wannon Water; and

(ii) complete and submit that form.

(b) In case that Wannon Water has requested the Accredited Consultant to resubmit the Design Package for the fourth time, and provided that the fourth and any former request to resubmit is/was related to defects in the Detailed Design Package, Wannon Water is entitled to charge the Accredited Consultant for the fourth design Audit.

11. Activity Method Statement

(a) Wannon Water may, at its discretion, review an activity method statement, or may simply retain the statement as a record. The Accredited Consultant will be informed if

Wannon Water has reviewed or approved the activity method statement in any way, and will be advised of the outcome of that review. The Accredited Consultant is not otherwise entitled to assume that Wannon Water has reviewed or otherwise approved the content of the activity method statement.

12. Easements and freehold land

(a) Easements and/or reserves are to be created in accordance with Wannon Water's Land Development Manual to be found on Wannon Water's website.

(b) If Wannon Water requests further easements after having accepted the Design, the Accredited Consultant must, and the Developer must ensure that the Accredited Consultant does, at the Developer's costs, amend the Accepted Design in accordance with the new easements and submit the amended Design to Wannon Water for verification. The amended Design only becomes an Accepted Design under the Deed if Wannon Water confirms that the amended Design complies with all requirements of the Developer Works Agreement and any other requirement for easements requested by Wannon Water.

13. Commencement of Works

Five (5) Business Days before the commencement of the Works or Services, the Accredited Consultant on behalf of the Developer must:

(a) satisfy all requirements, follow all instructions and attach all additional documentation as prompted in the online Form 25 'Notice of Works'; and

(b) complete and submit that online form.

14. Work on or near Wannon Water Assets

Three (3) Business Days before any work on or near Wannon Water Assets, the Accredited Contractor must:

(a) satisfy all requirements, follow all instructions and attach all additional documentation as prompted in the online form 'Application to perform Works on or near Wannon Water Assets'; and

(b) complete and submit that online form.

15. Testing Procedure

(a) The Accredited Consultant must ensure that the Works are tested by an Accredited Contractor, at the times and in a manner as requested by Wannon Water and according to all applicable industry standards. These testings may include, hydrostatic testing, pressure testing, ovality testing, , etc.

(b) Three (3) Business Days before testing any aspect of the Works the Accredited Consultant must:

(i) satisfy all requirements, follow all instructions and attach all additional documentation as prompted in the online Form 35 'Notice of Testing; and

(ii) complete and submit that online form.

(c) After the satisfactory completion (as determined by Wannon Water) of any testing, the Accredited Consultant must submit the test results to Wannon Water within the timeframes as set out in Schedule 6 of the Developer Works Agreement.

16. Connection of the Works to existing Wannon Water Assets;

Prior to the connection of the Works to existing Wannon Water Assets the Accredited Consultant must ensure that all testings required in Schedule 6 of the Developer Works Agreement are complete and that the testing process and the test results comply with the requirements as set out in Schedule 6 of the Developer Works Agreement.

17. Water Shutdown before connection

(a) In addition to the requirements set out in the preceding clause (Connection of the Works to existing Wannon Water Assets), Wannon Water may determine that a shutdown of the Wannon Water Asset is required before the newly constructed assets are connected to Wannon Water Assets.

(b) Wannon Water may alternatively determine that no shutdown is required but that the Accredited Contractor must seek the consent to execute the tapping under pressure.

(c) In both cases, shutdown or tapping under pressure, the Accredited Contractor and the Accredited Consultant must

(i) satisfy all requirements, follow all instructions and attach all additional documentation as prompted in the online Form 45 'Link to our Network' and

(ii) complete and submit that online form.

(d) Wannon Water is entitled to reject a Request for Water Main Shutdown or Pressure Tapping if there is any unresolved or non-remedied Defect or if the Developer otherwise breached the Developer Works Agreement.

18. Commissioning of Works for Major Infrastructure

(a) Some Developer's Water Infrastructure Works include 'Major Infrastructure'. Major Infrastructure means either

(i) a water main,

(ii) a water pump station,

(iii) a sewer pump station,

(iv) pressure reducing valves, or

(v) a water tank.

(b) The following Major Infrastructure requires electric power supply:

(i) water pump stations,

(ii) sewer pump stations,

(iii) pressure reducing valves or flow meters, and

(iv) water tanks.

(c) In addition to the conditions for Acceptance of the Works or Services as set out in clause 24 of the Developer Works Agreement, if the Works or Services include Major Infrastructure requiring electric power supply, the Acceptance is subject to a successful prior 'Commissioning' of this Major Infrastructure.

(d) For a successful Commissioning the Accredited Consultant must:

(i) inform Wannon Water about any application for power supply which has been lodged with a power supplier within undue delay;

(ii) satisfy all requirements, follow all instructions and attach all additional documentation as prompted in the form 'Pre-Commissioning Checklist'; and

(iii) complete and submit the 'Pre-Commissioning Checklist'; and

(iv) at the commissioning date complete the form 'Commissioning Checklist'.

19. Provision of the Completion of Works Package to Wannon Water

When providing the Completion of Works Package according to subclause 23.1(a) of the Developer Works Agreement and subclause 6.2(b)(ii) of the Consultant Accreditation Deed, the Accredited Consultant must:

(a) satisfy all requirements, follow all instructions and attach all additional documentation as prompted in the online Form 60 'Notice of Practical Completion of Construction'; and

(b) complete and submit that online form.

20. Affecting existing Wannon Water Assets

(a) If the Service Requirements and Costing Schedule sets out that the Works or Services include the disconnection, removal or decommissioning of existing Wannon Water Assets, Wannon Water is entitled to specify:

(i) the respective assets of the Wannon Water Assets that must be either disconnected, removed or decommissioned; and

(ii) any principal requirement in respect of the disconnection, removal or decommissioning of any of those assets.

(b) The ownership of and all responsibility for any Wannon Water Asset which is decommissioned or disconnected transfers to the Developer upon its decommissioning or disconnection.

(c) In the case that the Wannon Water Asset remains in the ground, upon request of the Developer, Wannon Water may transfer the ownership of the Wannon Water Asset to the Developer.

(d) The Developer is responsible and liable for:

(i) making good any impact to the land, any property including the remaining or to the remaining Wannon Water Assets relating to the disconnection, removal or decommissioning;

(ii) the risk arising out of the method of disconnection, removal or decommissioning of Wannon Water's Assets; and

(iii) any risk arising from or in connection with the decommissioning, disconnection. or removal.

(e) The Developer must at its cost:

(i) remove any easement securing a former Wannon Water Asset that has been decommissioned; and

(ii) create any new easement required by Wannon Water over any replacement asset of a former Wannon Water Asset in accordance with subsections 21.4(b) to (f) of the Developer Works Agreement.

21. Provision of Works Information to Wannon Water

Wannon Water is entitled to specify any Works Information in Schedule 6 of the Developer Works Agreement.

22. Build over consents

The Developer and the Consultant must ensure that all works and services comply with Wannon Water's Build over requirements, where published on Wannon Water's website.

23. Joint response by Consultant and Contractor to Show Cause Notices

Wannon Water may serve the Consultant and the Contractor with respective Show Cause Notices relating to the same issue which inflicts a respective breach of the Consultant's and of

the Contractor's obligation. The Consultant and the Contractor may provide to Wannon Water a joint response to the Show Cause Notices but must ensure that it addresses both, the breach of the Contractor's obligation (e.g. non-compliance with Specification) and the Consultant's obligation (e.g. lack of proper Auditing).

24. Additional duties Consultant

Upon reasonable prior notice by Wannon Water, the Consultant must attend on site at the date and time as required by Wannon Water.

25. Application for Accreditation and for Re-Accreditation

(a) For the first application for Accreditation, the contractor /consultant must complete the Accreditation Application Form and follow the process as described in section 7 of the Accreditation Deed.

(b) For the Re-Accreditation and compliance with subsection 7.5(a)(iii) of the Contractor Accreditation Deed and 7.5(a)(iii) of the Consultant Accreditation Deed, the Accredited Contractor / Accredited Consultant must

(i) satisfy all requirements, follow all instructions and attach all additional documentation as prompted in the online form "Application / Renewal for Accreditation"; and

(ii) complete and submit that form.

(c) After receiving the application for Accreditation or Re-Accreditation, Wannon Water will send to the contractor / consultant a letter informing the contractor / consultant about the outcome of the application for Accreditation or Application for Re-Accreditation.

Wannon Water is at any time entitled to request further information from the contractor / consultant before proceeding with the application process.

26. Breach of a provision in a deed – Filing and issuing of Non-Conformances

(a) Any breach of the Developer Works Agreement, the Contractor Accreditation Deed, or the Consultant Accreditation Deed, entitles Wannon Water to file a "Non-Conformance" under Wannon Water's safety quality and environment management system, and, as the case may be, to serve to the Developer, the Accredited Consultant, or the Accredited Contractor a request to remedy the breach (which may also be called "Request For Corrective Action") under the respective stipulation of the respective deed.

(b) Wannon Water will take any filed Non-Conformance into consideration for the performance review of the respective party, and depending on the frequency and the severity of the filed Non-Conformances, Wannon Water may request a Performance Discussion or serve a Show Cause Notice under the Contractor Accreditation Deed or the Consultant Accreditation Deed, or may execute its other rights resulting from a breach of the Contractor Accreditation Deed, the Consultant Accreditation Deed or the Developer Works Agreement, including the termination of the deed or the Accreditation itself.

27. Early release of consent to a Statement of Compliance

Wannon Water does principally not give its consent to a Statement of Compliance before Acceptance. In case that the Developer in exceptional circumstances desires that Wannon Water gives a consent to a Statement of Compliance before Acceptance, the Developer must contact Wannon Water and has to follow an application process as determined by Wannon Water.

28. Standards

The relevant Standards are set out in Schedule 6 of the Developer Works Agreement.

Schedule 3 - Key Roles

1. Key Roles

The Key Roles are:

(a) design personnel who must provide the services set out under subsection 6.2(a) of the Accreditation Deed; and

(b) construction personnel who must provide the services set out under subsection 6.2(d) of the Accreditation Deed.

Schedule 4 - Accreditation Application Form

The Consultant’s completed Accreditation Application Form dated [insert date], attached to this deed, forms part of this Accreditation Deed. \

Schedule 5 - Required Insurances

The Consultant is required to have the following insurances:

(a) Professional indemnity insurance to the amount of $10 million per claim and not less than $10 million in the annual aggregate, which must be maintained for a period of 7 years after Asset Transfer;

(b) Public liability insurance to the amount of $20 million per claim and not less than $20 million in the annual aggregate which is in the name of the Consultant and notes Wannon Water's interest; and

(c) any other insurances required by law.

Schedule 6 - Wannon Water's Standards and Procedures

Wannon Water's Standards and Procedures are:

(a) all standards, specifications, manuals, guidelines, policies and procedures relevant to the Services that are published or otherwise made available by Wannon Water from time to time on its website; and

(b) any other standards, specifications, manuals, guidelines, policies or procedures relevant to the Services that Wannon Water notifies the Consultant'

as amended and notified in accordance with this Accreditation Deed.