Contractor Accreditation Deed

Deed for accreditation to undertake works or provide services

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

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

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Document version history

Version	Date	Changes made to document
<Version number>		<Changes made here>

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Details

Date

Parties

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

Name	[insert name]
ABN	[insert ABN]
ACN	[insert ACN]
Short form name	**Contractor**
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 which will be constructed by a Developer or other third parties, including Developer's Water Infrastructure and Private Water Infrastructure, is and remains designed and constructed in a suitable manner and to appropriate standards.

D In order to ensure that this water infrastructure is and remains designed and constructed in a suitable manner and to appropriate standards only parties accredited by Wannon Water may design or construct Developer's Water Infrastructure or Private Water Infrastructure.

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

F This Accreditation Deed further determines the Contractor's obligations in the course of each particular Developer's Water Infrastructure or Private Water Infrastructure, the Contractor works on.

G

Signing page

EXECUTED as an Accreditation Deed

Executed by **Wannon Region Water Corporation** by being signed, sealed and delivered by the person named below, an authorised delegate in the presence of:

Signature of Delegate	Signature of Witness
Name of Delegate (print)	Name of Witness (print)

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)

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

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)

Print date:

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 provided for pursuant to this Accreditation Deed permitting a party to perform the Works or Services or Private Works;

Accreditation Application Form means the application submitted by the Contractor in the form and as described in Schedule 4;

Accreditation Conditions means any conditions the Contractor 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 either the 24 months' period of Accreditation commencing on the Commencement Date or any 24 months period commencing with a Re-Accreditation;

Accredited means holding a current Accreditation under this Accreditation Deed;

Accredited Category means the category of Works or Services or Private Works in which the Contractor is Accredited and which is nominated at Item 3 of Schedule 1;

Accredited Consultant means a Consultant (being a person or company) who is Accredited by Wannon Water to provide Contractor Services;

Accredited Contractor means a contractor (being a person or company) who is Accredited by Wannon Water to carry out Works;

Application Process means the lodging of the Accreditation Application, all dealings between Wannon Water and the Contractor relevant to the lodging and consideration of the Accreditation Application, consideration of the Accreditation Application by Wannon Water and the decision by Wannon Water in relation to the Accreditation Application;

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.

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

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;

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 Contractor 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 Services means the services described in Wannon Water's 'Consultant Accreditation Deed' as published on its website from time to time;

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 Contractor;

(ii) the granting of an indemnity by the Contractor;

(iii) the granting of a release by the Contractor;

(iv) the use of Wannon Water Confidential Information or Contractor Confidential Information;

(v) Intellectual Property Rights;

(vi) any requirement for the Contractor 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;

Contractor means the entity described as such in the Parties Section of this Accreditation Deed and in Item 6 of Schedule 1;

Contractor Confidential Information means:

(a) all information held by the Contractor or the property of the Contractor 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);

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

Contractor's Representative/s means the person or persons representing the Contractor 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 persons as nominated pursuant to subclause 4.1(b);

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

Construction Supervisor has the meaning as set out in Schedule 3.

Defect means any defect, deficiency or non-compliance in any Developer's Water Infrastructure and Private Works Infrastructure undertaken or modified by or on behalf of a Developer which is related to the Works or Services or the Private Works;

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

Developer's Water Infrastructure means the particular Water Infrastructure specified in the Developer Works Agreement to be constructed by the Developer;

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 or the Private Works (as is relevant to the Contractor) 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 Works or Services or the Private Works, or the Contractor'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 Contractor;

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 his 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 Contractor which are executing the Key Roles and which are the subject of clause 12;

Key Roles means the roles as described in Schedule 3;

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, licences, 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 Contractor pursuant to clause 15;

Non-Compliance means any failure by the Contractor 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 Contractor 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 of 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);

Private Infrastructure and Works means:

(a) potable water supply, sewerage and roofwater harvesting assets which will not be owned by Wannon Water, and

(b) any works in relation to or in connection with the construction of the Private Water Infrastructure; and

(c) the documentation or supervision or project management or any other action in relation to the construction of the Private Water Infrastructure or the provision of advice in relation to such documentation or supervision;

and includes Simple Private Works.

Private Works Deed means the deed between Wannon Water and a Developer in relation to the provision of the individual Private Water Infrastructure by the Developer;

Probation means a period to be determined by Wannon Water during which the Contractor's Accreditation may be cancelled any time provided Wannon Water has giving the Contractor a prior opportunity to provide a statement or to discuss any reason for the cancellation with Wannon Water;

Quality Management System means a system which is capable of recording the quality of the Works or Services or the Private Works (as is relevant to the Contractor) and which otherwise complies with
Wannon Water's Land Development and Administrative Process and the requirements set out at Schedule 2 of this Accreditation Deed;

Re-Accreditation means the process of the Contractor's Accreditation automatically continuing through the process set out in subclause 7.5;

Re-Accredited means a Contractor continuing to be Accredited by reason of the process set out in subclause 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 means any services provided by the Contractor or the Contractor's Personnel in relation to the Works and may include:

(a) surveying, traffic management, testing, geotechnical investigation, survey investigation, stakeholder engagement, documentation (including asset survey information for the completion of works certificate) or supervision of any Works; and

(b) the provision of advice in relation to design, documentation or supervision;

Sewer Connection Point/s means the asset which connects the private sewer main or mains with Wannon Water's Assets;

Simple Private Works means Private Works regarding a Private Water Infrastructure, which Wannon Water at its absolute discretion determines to be simple Private Works which do not require a Developer and Wannon Water to enter into a separate Works Agreement.

Specifications means:

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

(b) any applicable Standard; and

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

Standards means

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

(b) any other code, standard or requirement adopted by Wannon Water and advised to the Contractor, 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 Information means any information provided to the Developer, the Developer's Personnel, the Contractor or the Contractor's Personnel by or on behalf of Wannon Water or sourced from material held by 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 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 Contractor 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, the Accredited Consultant, or Contractor 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 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;

WorkCover means the Victorian WorkCover Authority, being the body established by section 18 of the *Accident Compensation Act 1985* (Vic);

WorkSafe means WorkCover;

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

Works means any works in relation to or in connection with the construction of Developer's Water Infrastructure;

Works Information means all information, plans, materials, documents and records in relation to Works or Services undertaken by or on behalf of the Contractor 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) 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 agreement, and a reference to this agreement 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 agreement, 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 agreement 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 contractor*** this is a reference to a contractor who is qualified, skilled and experienced in work or services (as is relevant to the Contractor) similar to the Works or Services (as is relevant to the Contractor) and who has brought that skill and experience to bear in relation to the carrying out of the Works or Services (as is relevant to the Contractor) or the performance of the relevant obligation;

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

1.3 No Claim

Where, in this Accreditation Deed there is reference to the Contractor having ***‘no claim’*** against Wannon Water then:

(a) the Contractor must not bring any Claim against Wannon Water in relation to or in connection with the circumstances giving rise to the Claim;

(b) the Contractor releases Wannon Water from any Claim which the Contractor has, or but for this provision may have had, against Wannon Water in relation to or connection with the circumstances giving rise to the Claim whether that Claim arises through negligence, breach of contract or any other obligation or any other means; and

(c) the Contractor indemnifies Wannon Water and will keep Wannon Water indemnified in relation to any liability arising in connection with the circumstances giving rise to any such Claim.

2 Relationship between the parties

(a) The Contractor is not, and must not purport to act as the agent of Wannon Water.

(b) 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 Contractor and Wannon Water other than the relationship established by this Accreditation Deed.

3 Principles

(a) Wannon Water and the Contractor:

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

(ii) acknowledge that any communication from Wannon Water to the Developer or to the Accredited Consultant is deemed to be communicated to the
Contractor;

(iii) acknowledge that the Contractor will ensure that appropriate people (including Key Personnel) remain involved with the Works or Services or the Private Works;

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

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

(vi) will place a high value on the relationship between Wannon Water and the Contractor; and

(vii) will endeavour to provide excellent service to Wannon Water's customers.

(b) Those clauses in this Accreditation Deed referring to the Consultant, Warranty Period or the Developer Works Agreement only apply for Works or Services the Accredited Contractor undertakes in relation to Developer Works and do not apply in relation to Private Works.

(c) For Simple Private Works, where no Developer is involved, the Accredited Contractor must engage with the owner of the property on which the Simple Private Works shall be undertaken.

4 Representatives

4.1 Contractor's Representatives

(a) The Contractor must nominate:

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

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

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

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

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

(e) Any notice or other document given to or addressed to the Contractor's Representatives shall be deemed to be given to the Contractor.

4.2 Wannon Water's Representatives

(a) Wannon Water will nominate in the Particulars or by notice to the Contractor:

(i) one or more persons to represent Wannon Water in its dealings with the Contractor 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 with Wannon Water and to exercise some or all of the functions of the Contractor 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 Contractor 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 Contractor, 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 Contractor Obligations

5.1 Contractor General Obligations

The Contractor must:

(a) when engaged by the Developer, perform the Works or Services or the Private Works;

(b) when engaged by an owner of a property for the undertaking of Simple Private Works, perform the Simple Private Works;

(c) take responsibility for and manage the risks of performing the Works or Services or the Private Works;

(d) develop clear open communication lines;

(e) before commencing the Works or Services or the Private Works, seek information about the individual Specification, the Warranty Period, the Wannon Water Representatives, Wannon Water's Standards and Procedures, and any other information which is relevant for the Works or Services or Private Works from the respective Developer, the Consultant, or the owner of the property concerned;

(f) provide a healthy and safe working environment;

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

(h) administer this Accreditation Deed;

(i) oversee and administer the undertaking of the Works or Services or the Private Works (as is relevant to the Contractor);

(j) comply with the Accreditation Conditions;

(k) only undertake Works or Services or the Private Works (as is relevant to the Contractor) in the Accredited Category;

(l) carry out or arrange for the carrying out of Audits of those Works or Services or the
Private Works so that the Contractor can be satisfied that the Works or Services or the Private Works are in accordance with the requirements of this Accreditation Deed;

(m) keep records of any Audits required to be carried out pursuant to subclause 5(k) for a period of 7 years;

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

(o) not cause the Developer to breach the obligations of the Developer under the Developer Works Agreement related to the Works or Services and not cause the Developer to breach the obligations of the Developer under the Private Works Deed related to the Private Works.

5.2 Contractor's Resources

The Contractor 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 Contractor must maintain all registrations, accreditations and approvals necessary for it to be entitled to undertake the relevant Works or Services or the Private Works (as is relevant to the contractor).

6 Contractor Obligations when undertaking works or services or when undertaking the private works

Where the Contractor carries out Private Works or Works, or provides Services under this Accreditation Deed, the Works or Services and the Private Works must be carried out or provided:

(a) with the due skill, diligence, prudence, foresight and care that would reasonably be expected from an experienced and competent contractor;

(b) in compliance with:

(i) the Specifications for the individual Developer's Water Infrastructure and Private Water Infrastructure;

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

(iii) all Legislative Requirements;

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

(v) the requirements of Authorities;

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

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

(e) The Contractor 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 or Private Works.

(f) The Contractor acknowledges that it may be appointed as the principal contractor for the purposes of the OHS Law and that if appointed by the owner of the site, will comply with the obligations imposed upon a principal contractor under the *Occupational Health and Safety Act 2004*.

7 Accreditation

7.1 Process and conditions for Accreditation

Wannon Water may grant Accreditation to a Contractor provided:

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

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

(c) the Contractor 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 sufficiently satisfied that the Contractor has and will maintain the ability to comply with the obligations under this Accreditation Deed; and

(e) the Contractor has executed this Accreditation Deed.

7.2 Duration of Accreditation

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

(a) 12 months after the Commencement Date; or

(b) provided the Contractor has been Re-Accredited, 12 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 Contractor 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 Contractor or be unreasonably burdensome on the Contractor.

(c) Wannon Water will provide the Contractor 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 Contractor 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(a) does not apply in respect of any amendment which is made:

(i) with a view to ensuring that the Works or Services and Private Works 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 Contractor; or

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

7.4 Accreditation Application

(a) The Contractor warrants that the Accreditation Application and all information provided by the Contractor 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 Contractor.

(c) The Contractor 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 Contractor's Accreditation.

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

7.5 Re-Accreditation

(a) A Contractor will be assessed and Wannon Water may grant a Re-Accreditation for another 12 months only if, as at 30 days prior to the expiration of the current Accreditation Period:

(i) the Contractor at that time still satisfies the relevant Accreditation Conditions and will satisfy them for the next 12 months or other period as determined by Wannon Water (however, the Contractor is not obliged to provide Wannon Water with a new Accreditation Application Form);

(ii) the Contractor is not in breach of this Accreditation Deed; and

(iii) the Contractor has submitted a statutory declaration stating its compliance with the above requirements.

(b) If the Contractor is Re-Accredited pursuant to this subclause 7.5 then the Accreditation Period is extended by 12 months or a period determined by Wannon Water.

7.6 Change in Circumstances

(a) If the Contractor 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 Contractor to:

(A) undertake or undertake in time all or part of any Works or Services or
Private Works 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
Contractor which was relied upon by Wannon Water in providing the Contractor's Accreditation,

then the Contractor must notify Wannon Water in writing immediately after the Contractor or the Contractor'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 Contractor 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 Contractor to:

(A) undertake or undertake in time all or part of any Works or Services or Private Works 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
Contractor which was relied upon by Wannon Water in providing the Contractor's Accreditation,

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

7.8 Works or Services or Private Works without Accreditation

In any case where the Contractor has undertaken any Works or Services or Private Works:

(a) before the commencement of the Accreditation Period

(b) under an Offer of Conditions

(c) , then:

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

8 Consequence of Accreditation

8.1 No assurance of work

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

(b) The Contractor has no claim against Wannon Water by reason of the Contractor not having the opportunity to carry out any Private Works, Works or to undertake any Services.

8.2 Others may be accredited

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

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

9 Loss and Damage

The Contractor must ensure that Assets will not be damaged. If loss or damage occurs to Assets, by reason of or in connection with the performance of the relevant Works or Services or Private Works, a breach of this Accreditation Deed or any other action of the Contractor or the Contractor's Personnel, the Contractor must to the extent that such loss or damage is not caused by any negligent 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) if related to a Wannon Water Asset, at its cost, rectify such loss or damage within a time period as specified by Wannon Water and communicated to the Contractor in a written notice, whereby subclauses 24.2 and 24.4 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 Contractor's Warranties

10.1 The warranties

The Contractor 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 Contractor 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 Reduction of Liability

The liability of the Contractor pursuant to subclause 11.1 shall be reduced to the extent that any relevant loss, damage, cost, expense or liability was caused by the negligent or wilful act of Wannon Water.

11.3 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 Contractor; and

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

11.4 Payment

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

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

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

(ii) is provisional only; and

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

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

12 Personnel

12.1 Key Personnel

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

(b) The proposed replacing or additional person must have the skills, qualifications, competence, expertise and experience as set out in the Accreditation Application Form and as otherwise required under this Accreditation Deed.

(c) The Contractor must notify Wannon Water, in writing, of the name of the envisaged replacement or additional person and of the details of its skills,

qualifications, competence, expertise and experience and must provide copies of the qualification certificates as prompted in the Accreditation Application Form, 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 Contractor that it refuses to approve the Key Personnel as provided for in the foregoing subclause then the Contractor must propose an alternative person.

12.3 Qualification of Contractor's Personnel

(a) The Contractor's Personnel must:

(i) have the skills, qualifications, competence, expertise and experience required by this Accreditation Deed and appropriate to the undertaking of the Works or Services or Private Works (as is relevant to the Contractor); 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 Works or Services or Private Works.

(b) The Contractor must:

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

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

(iii) upon request, provide Wannon Water with documentary evidence of compliance with any of the requirements of this clause 12.3.

12.4 Responsibility for Contractor's Personnel

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

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

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

(b) The Contractor must ensure that all the Contractor'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 Contractor.

12.5 Removal of Contractor's Personnel

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

(a) the person does no longer have the capability, or is no longer satisfactorily capable, of deploying the relevant skills, competence, expertise and experience; 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 evidently 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 Contractor 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 Contractor 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 Contractor must, in undertaking the Works or Services or the Private Works (as is relevant to the Contractor) comply with

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

(ii) Wannon Water's 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 Contractor must ensure and warrants that the Contractor's Personnel:

(i) have completed and repeated appropriate training and competency assessments in order to safely execute the Works or Services or the Private Works; 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 Contractor acknowledges and agrees:

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

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

(c) The Contractor must not cause, permit or tolerate unacceptable actual or potential hazards or incidents relating to safety, health or the environment over which the Contractor 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 or the Private Works are being undertaken. Where the Contractor has control over this area, it must ensure that this access is safe at all times during the performance of the Works or Services or the Private Works, 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 Contractor must procure that the Contractor's Personnel:

(a) has, before commencing any works or services and any private works, received and read the Wannon Water's 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 and the Private Works are being undertaken and have fully informed themselves as to the means of access to the area in which the Works or Services and the Private Works 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 Contractor's obligations under this Accreditation Deed.

14.5 Environment

The Developer must, in relation to the Works or Services and the Private Works 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 Contractor must have at all times a Quality Management System, an OHS Management System and an Environmental Management System.

15.2 Preparation of Management Systems

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

(b) The Contractor 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 Contractor 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 by an accredited JAS-ANZ certifying body to the following standards:

(i) AS 4801(OH&S Management System) or the Civil Construction Management Code (CCF), whichever standard the Contractor is certified to;

(ii) ISO 9001 (Quality Management System) or the Civil Construction Management Code (CCF), whichever standard the Contractor is certified to; and

(ii) ISO 14001(Environmental) or the Civil Construction Management Code (CCF), whichever standard the Contractor is certified to;

(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 Contractor will manage the undertaking of the Contractor's obligations under this Accreditation Deed in accordance with this Accreditation Deed;

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

(h) describe how the Contractor 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 Contractor 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 Contractor, 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 and the Private Works (as far as relevant to the Contractor) with this Accreditation Deed.

15.5 Documents

(a) The Contractor 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 Contractor).

(b) The Contractor 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 Contractor 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 Works or Services and the Private Works (as is relevant to the Contractor).

16 Incidents

16.1 Keeping of Records

(a) The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor must be completed as soon as possible and no later than 3 Business Days after the WorkSafe Investigation has concluded.

(b) The Contractor 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 Contractor 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 Contractor must maintain:

(a) the insurances specified in Schedule 5;

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

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

17.2 Subcontractors

The Contractor 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 Contractor 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 copy of the respective insurance policy.

17.5 No undermining

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

17.7 Indemnity
The Contractor 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 Contractor to comply with the obligations under this clause 17.

17.8 Claims
The Contractor must:

(a) notify Wannon Water in writing of any claims against the insurances effected by the Contractor relating to the Works or Services or the Private Works within 5 business days 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 or the Private Works and at any other time upon reasonable request of Wannon Water, the Contractor 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 Contractor 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 Contractor:

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

(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

The Contractor 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 Contractor must not:

(i) use any Wannon Water Information for any purpose other than the undertaking of the Works or Services or the Private Works (as is relevant to the Contractor); and

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

(b) If the contractor passes any Wannon Water information to any third party as permitted by subclause 19.4(a)(ii) the Contractor 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 Contractor's obligations

The Contractor:

(a) warrants that the Works or Services and the Private Works (as is relevant to the Contractor) 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 Works or Services and the Private Works (as is relevant to the Contractor) 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 Contractor acknowledges that the provision to it of any of Wannon Water's Information does not give to the Contractor 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 Contractor a royalty free licence to use Wannon Water's Information for the purpose of undertaking the Works or Services and the Private Works.

21 Confidentiality

21.1 Use of Wannon Water Confidential Information

The Contractor:

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

(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 Contractor'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 Contractor's Personnel uses Wannon Water Confidential Information solely for the purpose of undertaking of the Works or Services and the Private Works.

21.2 Use of Contractor Confidential Information

(a) Wannon Water:

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

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

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

21.3 Breach of Confidence

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

(b) The Contractor 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 Wannon Water Confidential Information.

(c) The Contractor 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 Contractor if:

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

(ii) any warranty given by the Contractor 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 Contractor 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 Contractor 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 Contractor must provide a response to the notice within the time required under subclause 22.1(b)(iii).

(b) The Contractor's response must:

(i) set out the reasons for the breach occurring or, circumstance arising,

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

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

(iv) describe the steps the Contractor 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 Contractor as contemplated by subclause 22.2 Wannon Water may, in its Absolute Discretion, advise the Contractor as to whether Wannon Water:

(a) it will terminate the Contractor'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 Contractor's Accreditation to remain;

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

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

22.4 Inadequate Response

(a) If Wannon Water advises the Contractor 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 Contractor 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 Contractor to again respond as required subclause 22.2 the Contractor 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 Contractor that it permits the Contractor's Accreditation to remain (with or without conditions) as contemplated by subclauses 22.3(c), (d), or (e) then:

(i) the Contractor must, thereafter, take the steps, and continue to take the steps, set out in the response from the Contractor (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 Contractor that it will terminate the Contractor’s Accreditation under this Accreditation Deed, Wannon Water is notwithstanding entitled to request the Contractor to take the steps, and continue to take the steps, set out in the response from the Contractor (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 Contractor must comply with that request.

22.6 Conditions

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

(a) the Contractor 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 Contractor:

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

(b) to provide an undertaking as to the future performance of the Contractor; 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 Contractor.

(b) The undertaking may set out conditions which the Contractor 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 Contractor 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 Contractor as provided for in subclause 23.2(b):

(i) must be adhered to by the Contractor; 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

At any time after the commencement of the Works or Services and during the Warranty Period and after the commencement of the Private Works, Wannon Water may:

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

(b) require the Contractor, at the Contractor's cost, to remedy the Non-Compliance or the
Defect 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 Defect;

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

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

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

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

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

(iv) describe the steps the Contractor 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 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 Non-Compliance or Defect or circumstance.

24.2 Compliance with notice

(a) The Contractor must comply with any notice given under subclauses 24.1(a) and 24.1(d), and 9(b) and must do so within the time as determined in that notice according to subclauses 24.1(b) and 9(b).

(b) If the Contractor does not comply with subclause 24.2(a) Wannon Water may remedy the Non-Compliance or, 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(c); or

(b) remedying the Non-Compliance or, Defect as contemplated by subclause

24.2(b), shall be a debt due and payable to Wannon Water by the Contractor.

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 Contractor.

(b) The Contractor 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 Works or Services or the Private Works, Wannon Water may at any time, during the performance of the Works or Services or the Private Works, audit the Works or Services or the Private Works. If in the course of auditing, Wannon Water is not satisfied that the Works or Services or the Private Works (as relevant to the Contractor) are or will not have a Non-Compliance or Defect.

(i) the Contractor 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 or the Private Works, the Contractor shall provide the Accredited Consultant with all information to enable the Accredited Consultant to inform Wannon Water not less than 3 Business Days in advance of the date on which the Works or Services or the Private Works will be ready for testing and for agreeing 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 or the Private Works 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 Contractor 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 and the Private Works, Wannon Water may audit the compliance of the Contractor 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 or the Private Works (as relevant to the Contractor) undertaken at a Wannon Water Asset are or will comply with OHS Law:

(i) the Contractor must pay the costs of the Audit; and

(ii) the Contractor 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 Contractor terminate the Contractor's Accreditation if:

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

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

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

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

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

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

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

(h) the Contractor 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 Contractor commits a Substantial Breach of this Accreditation Deed

26.2 Timing of termination

(a) If Wannon Water is to terminate the Contractor's Accreditation under subclause 26.1 it may, in the notice to the Contractor, 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 Contractor's Accreditation is terminated under this Accreditation Deed, then the Contractor:

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

(b) must, if so directed by Wannon Water, immediately cease undertaking all Works or Services or the Private Works (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 cancellation the Contractor'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 Contractor must demonstrate that:

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

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

(c) at least 12 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 Contractor's Accreditation then Wannon Water may, in its absolute discretion, suspend the Contractor's Accreditation as an alternative to termination of the Contractor'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 Contractor's Accreditation then Wannon Water may issue a notice to the Contractor suspending the Contractor's Accreditation from a time and date nominated in the notice.

(b) The Contractor'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 Contractor'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 Contractor'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 Contractor that the suspension has ceased and the suspension shall cease from the date of the notice;

(b) the Contractor 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 the Contractor’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 Contractor must seek the consent of Wannon Water.

28.2 Actions required

If there is to be a Change in Control the Contractor must demonstrate that the Change in Control will not adversely impact the Contractor’s ability to carry out the Works or perform the Services.

28.3 Consent not to be unreasonably withheld

Provided that the Contractor has complied with subclauses 28.1 and 28.2 then Wannon Water may not unreasonably withhold its consent to a change in control.

28.4 Absence of consent

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

(i) the Contractor'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 Contractor's Accreditation in its Absolute Discretion.

28.5 Duration of suspension

If the Contractor's Accreditation is suspended by reason of subclause 28.4 the suspension remains in effect until the earlier of:

(a) the cessation of the Change in Control;

(b) the expiration of the Contractor's Accreditation by reason of subclause 7.2; and

(c) the termination of the Contractor's Accreditation in accordance with this Accreditation Deed.

28.6 Consequences of suspension

If the Contractor's Accreditation is suspended in accordance with this clause 28, then, for the duration of the suspension, subclause 28.4 shall apply as if the Accreditation had been cancelled.

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 Works or Services or the Private Works (as is relevant to the Contractor) (**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

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 Contractor's Representative and, as the case may be, another person nominated by the Contractor and Wannon Water's Representative and, as the case may be, another person

nominated 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 Contractor, represented by a senior person having authority to agree a resolution of the Dispute (not being the Contractor's Representative and being senior to the Contractor'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 Contractor 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 Contractor 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 Contractor'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) facsimile; or

(d) electronic mail.

31.5 Address for Service

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

(b) The address for service (including the facsimile number or e-mail) 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 (including the facsimile number) 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) where the notice is permitted to be sent by facsimile, when it has been transmitted to the facsimile number of the addressee provided for in this Accreditation Deed in which case if, at the conclusion of the transmission, the sender's facsimile machine issues a transmission report which indicates that the relevant number of pages in the notice have been successfully transmitted it shall be deemed to have been given:

(i) if transmission was successfully completed before 4.00 pm on a Business Day, on the day it was sent; and

(ii) otherwise on the next Business Day.

(d) in the case of electronic mail, 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 electronic mail address (e-mail 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 Contractor 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 Contractor;

(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 Contractor 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 Contractor's breach

(a) Any breach of this Accreditation Deed by the Contractor 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 Contractor 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 Contractor 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 Contractor under this Accreditation Deed or at law are not limited by the fact that the Contractor ceases to provide Works or Services for the construction of a particular Developer's Water Infrastructure or ceases to provide Private Works for the construction of a particular Private Water Infrastructure.

(b) If the Contractor ceases to provide Works or Services for the construction of a particular Developer's Water Infrastructure or ceases to provide Private Works for the construction of a particular Private Water Infrastructure, it must immediately notify Wannon Water.

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

32.11 No Reliance
The Contractor 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 Contractor and Wannon Water.

32.19 Assignment
The Contractor 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. Contractors 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.		Contractor	Title	
			ABN/ACN	
			Trading as	
6.	4.1	Contractor's Representative for Accreditation	Name	
7.	31.5	Contractor's Address	Address	
			Telephone	
			Facsimile	
			Email	
8.	31.5	Wannon Water's Address	Address	
			Telephone	
			Facsimile	
			Email	
9.	4.2	Wannon Water's Representative	Name	

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

(for Contractor Accreditation and Project Work)

Explanation:

The Contractor Accreditation Deed and the Developer Works Agreement already set out the main processes for the contractor accreditation, for development works, and for private works.

“Wannon Water’s Land Development and Administrative Process for Contractor Accreditation and Project Work” sets out more details regarding the accreditation and the respective project work (e.g. process for non-conformances or testings, or requirements for a shut- down, etc.).

1. Wannon Water's Land Development and Administrative Process for Contractor Accreditation and Project Work

(a) Wannon Water’s Land Development and Administrative Process for Contractor Accreditation and Project Work (hereinafter referred to as Wannon Water’s 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, Contractor Accreditation Deed and the Wannon Water’s Land Development and Administrative Process 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. The accredited Contractor’s obligations regarding Wannon Water’s Land Development and Administrative Process

(a) The Accredited Contractor must comply with Wannon Water’s Administrative Process, and must complete all the documents which Wannon Water’s Administrative Process calls for the Accredited 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 Contractor Accreditation Deed or Wannon Water’s Administrative Process.

(b) The Accredited Contractor warrants that:

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

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

(iii) it will not complete such documents unless it has 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.

3. Application for Accreditation and for Re-Accreditation

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

(b) For the Re-Accreditation and compliance with subsection 7.5(a)(iii) of the Contractor Accreditation Deed, the contractor 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 a letter informing the contractor 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 before proceeding with the application process.

4. Details of Representatives

(a) The Accredited Contractor must provide Wannon Water with the details of its appointed representatives before the commencement of any Works or Services or Private Works (relevant to the Accredited Contractor).

(b) 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 Contractor).

5. 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.

6. Testing Procedure

(a) The Accredited Contractor must ensure that its Works or Services or the Private Works are tested by another 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 swab testing, hydrostatic testing, pressure testing, ovality testing, water quality testing, dual pipe service testing, vacuum testing or pressure testing, etc.

(b) Three (3) Business Days before any testing any aspect of the Works or Services, the Accredited Contractor must support the Accredited Consultant to:

(i) satisfy all requirements, follow all instructions and attach all additional documentation as prompted in the online form 'Notification – Commencement of Testing'; and

(ii) to complete and submit that online form.

(c) Three (3) Business Days before any testing any aspect of any Private Works, the Accredited Contractor must:

(i) satisfy all requirements, follow all instructions and attach all additional documentation as prompted in the online form 'Notification – Commencement of Testing'; and

(ii) to complete and submit that online form.

(d) After the satisfactory completion (as determined by Wannon Water) of any testing, the Contractor must

(i) in case of Developer Works, support the Consultant to submit the test results to Wannon Water within the timeframes as set out in the Servicing Requirements and Costing Schedule of the Developer Works Agreement; and

(ii) in case of Private Works, submit the test results to Wannon Water within the timeframes as set out in the Servicing Requirements and Costing Schedule of the Developer Works Agreement .

7. Connection of the Works to existing Wannon Water's Assets;

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

8. Water/ Recycled 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 must

(i) satisfy all requirements, follow all instructions and attach all additional documentation as prompted in the online form 'Request for Water Main Shutdown or Pressure Tapping'; 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.

9. 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 Contractor must support the Accredited Consultant to:

(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 form 'Pre-Commissioning Checklist'; and

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

10. Provision of Works Information to Wannon Water

Wannon Water is entitled to specify any Works Information in the Servicing Requirements and Costing Schedule of the Developer Works Agreement.

11. Build over consents

The Accredited Contractor must comply with Wannon Water's Asset Protection Policy, if applicable, as published on Wannon Water's website.

12. Activity Method Statement

Wannon Water may, at its discretion, review an activity method statement, or may simply retain the statement as a record. The Accredited Contractor 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 Contractor is not otherwise entitled to assume that Wannon Water has reviewed or otherwise approved the content of the activity method statement.

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

Wannon Water may serve the Accredited Consultant and the Accredited Contractor with respective Show Cause Notices relating the same issue which inflicts a respective breach of the Accredited Consultant's and of the Accredited Contractor's obligation. The Accredited Consultant and the Accredited 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 Accredited
Contractor's obligation (e.g. non-compliance with Specification) and the Accredited Consultant's obligation (e.g. lack of proper supervision or auditing)

14. Additional duties Contractor

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

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

(a) Any breach of the Contractor 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 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 may execute its other rights resulting from a breach of the Contractor Accreditation Deed including the termination of the deed or the Accreditation itself.

16. Standards

The relevant Standards are set out in the Servicing Requirements and Costing Schedule of the Developer Works Agreement.

17. Provision of the Private Works Plans to Wannon Water

In case that the Accredited Contractor works on a project involving Private Works, the following applies:

When providing Wannon Water with the Private Works Plans, the Accredited Contractor must ensure that

(a) the sewer drainage plan is based on the Block Plan previously provided by Wannon Water to the Plumber or the Developer

(b) for submission of the house connection sewer point cut-in plan and of the water tapping plan to Wannon Water, the new 'Sewer/ Water Connection Point Details Form' is used which is published on Wannon Water's website.

Schedule - 3 Key Roles

(a)

1. Construction Supervisor

The role of the construction supervisor includes, but is not limited to, the following services:

(a) properly supervise all construction activities for the Works; and

(b) ensure the compliance with all requirements under the Accreditation Deed (including Wannon Water's Land Development and Administrative Process) which are related to the Works and Services.

Schedule 4 - Accreditation Application Form

The Accreditation Application Form as showed at the Wannon Water website applies as amended from time to time.

Schedule 5 - Required Insurances

The Contractor is required to have the following insurances:

(a) Public liability insurance to the amount of $20 million per claim and not less than $20 million in the annual aggregate which must be in the name of the Contractor and note Wannon Water's interest; and

(b) any other insurances required by law.

Schedule 6 - Wannon Water's Standards and Procedures

Wannon Water's Standards and Procedures are:

(a) the Wannon Water Contractor Handbook as published and amended from time to time at Wannon Water's website; and

(b) any other standard and procedure as communicated by Wannon Water.