

Contractor Accreditation Deed

Deed providing for accreditation to
undertake works or provide services

South East Water (**SEW**)
and
[insert name] (**Contractor**)



Copyright 2014

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Details

Date

Parties

Name	South East Water Corporation
ABN	89 066 902 547
Short form name	SEW
Address	20 Corporate Drive, Heatherton

Name	[insert name]
ABN	[insert ABN]
ACN	[insert ACN]
Short form name	Contractor
Address	[insert Address]

Background

- A [SEW](#) is a body corporate established by section 85 of the *Water Act 1989* (Vic) and is a water corporation under that Act.
- B [SEW](#) is responsible for the construction, operation and maintenance of infrastructure relevant to water supply and/or sewerage.
- C [SEW](#) has an interest in ensuring, and a responsibility to ensure that [Water Infrastructure](#) constructed by third parties is designed and constructed in a suitable manner and to appropriate standards.
- D In order to ensure that this [Water Infrastructure](#) is designed and constructed in a suitable manner and to appropriate standards only parties accredited by [SEW](#) may design or construct this [Water Infrastructure](#).
- E [SEW's](#) previous accreditation process operated between 2009 and 2013.
- F The [Contractor](#) has applied for [Accreditation](#).. This [Accreditation Deed](#) sets out the terms and conditions of [Accreditation](#).

Signing page

EXECUTED as a Deed

Executed by South East Water Corporation under power of attorney in the presence of:

←	←
_____ Signature of Attorney	_____ Signature of Witness
_____ Name of Attorney (print)	_____ Name of Witness (print)

Executed by [Name of company] in accordance with Section 127 of the *Corporations Act 2001*

←	←
_____ Signature of director	_____ Signature of director/company secretary (Please delete as applicable)
_____ Name of director (print)	_____ Name of director/company secretary (print)

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

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 Witness	_____ Signature of Attorney
←	
_____ Name of Witness (print)	

OR (For a partner to an unincorporated partnership)

Executed by **[executed by insert name]** 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 by **[signed by - insert name]** in the presence of

Signature of Sole Trader



Signature of Witness



[executed by - insert name]

Name of Witness (print)

Agreed terms

1. Interpretation

1.1 Defined terms

In this [Accreditation Deed](#):

Accreditation means the accreditation provided for pursuant to this [Accreditation Deed](#) permitting a party to perform the [Works](#) or [Services](#) on [Water Infrastructure](#);

Accreditation Application means the application submitted by the [Contractor](#) and described at Item 1 of Schedule 1;

Accreditation Conditions means the conditions set out at Schedule 2 and any further conditions arising by reason of the [Performance Regime](#) and paragraph 23.2(f), paragraph 24.7(b), paragraph 25.2(c)(ii) and paragraph 28.5(d);

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

Accreditation Period means the period nominated at Item 2 of Schedule 1, commencing on the [Commencement Date](#) or such further period as results from the operation of subclause 6.3;

Accreditation Scheme means the scheme established by this [Accreditation Deed](#);

Accreditation Status means the status of [Self Certified](#), [Certified](#) or [Qualified](#), as described in Item 3 of Schedule 1, or as results from the application of:

- (a) the [Performance Regime](#), or
- (b) subclause 6.7; or
- (c) subclause 6.8; or
- (d) subclause 24.3(e);

Accredited means holding a current [Accreditation](#) under the [Accreditation Scheme](#) (which [Accreditation](#) has not been suspended pursuant to this [Accreditation Deed](#));

Accredited Category means the category nominated at Item 4 of Schedule 1;

Accredited Consultant means a consultant who is [Accredited](#) by [SEW](#) to provide [Consultant Services](#).

Accredited Contractor means a [Contractor](#) who is [Accredited](#) by [SEW](#);

Application Process means the lodging of the [Accreditation Application](#), all dealings between [SEW](#) and the [Contractor](#) relevant to the lodging and consideration of the [Accreditation Application](#),

consideration of the [Accreditation Application](#) by [SEW](#) and the decision by [SEW](#) in relation to the [Accreditation Application](#);

Assets means [SEW's Assets](#) or [Third Party Assets](#);

Auditor means an auditor appointed under clause 26 of this [Accreditation Deed](#);

Audit means a systematic and independent examination 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.

Authorities means any person or body having jurisdiction over or in relation to the [Works](#) or [Services](#) or the activity of the [Contractor](#) in the execution of the [Works](#) or [Services](#) 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;

Certified means the [Accreditation Status](#) described in the [Performance Regime](#);

Change Event means an event which:

- (a) impacts the [Contractor's](#) ability to achieve a design requirement under the [Works](#) or [Services](#);
or
- (b) impacts the [Contractor's](#) ability to achieve a project requirement under the [Works](#) or [Services](#);
or
- (c) impacts the cost of the [Works](#) or [Services](#); or
- (d) results in a [Change in Control](#) of the [Contractor](#).

Change in Control means a change in the [Control](#) of the [Contractor](#);

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 Item 5 of Schedule 1;

Consultant Services means the services described in [SEW'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 [SEW 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](#);

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;

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

Contractor's Representative means the person representing the [Contractor](#) as described in paragraph 8.1(a) and is, as at the [Commencement Date](#), the person described as such at Item 7 of Schedule 1 or such other person as is nominated pursuant to paragraph 8.1(b);

Developer means a person or organisation which enters into an agreement with [SEW](#) in relation to the construction of [Water Infrastructure](#);

Developer Agreement means an agreement between [SEW](#) and a [Developer](#) in relation to the provision of [Water Infrastructure](#) by the [Developer](#);

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

Environmental Management System means a system which is capable of recording the impact of the performance of the [Works](#) or [Services](#) (as is relevant to the [Contractor](#)) on the environment, the

compliance with the [Environment Laws](#) and which otherwise complies with the requirements of clause 16 of this [Accreditation Deed](#);

Incident means any event or circumstance 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 [Contractor's Personnel](#);
- (c) a breach (other than a trivial 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;

Intensive Auditing means [Auditing](#) in the nature of quality control and inspection of the works in order for [SEW](#) to be satisfied as to compliance by the [Contractor](#) with the requirements of this Deed without reliance upon the [Quality Management System](#) or records of the [Contractor](#) or the [Developer](#);

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](#) specified in Schedule 4 and which are the subject of clause 14;

Key Roles means the roles nominated in respect of [Key Personnel](#) as nominated in Schedule 4;

Land Development Policies and Pricing Manual means the document entitled 'Land development policies and pricing manual' available on the [SEW](#) website and as amended by [SEW](#) from time to time;

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 Schedule 3 of this [Accreditation Deed](#) and which complies with the requirements of this [Accreditation Deed](#);

Notifiable Incident means an incident 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), the *Occupational Health and Safety Regulations 2007* (Vic), 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 Act or the Regulations;

OHS Management System means a system which evidences how the [Contractor](#) will undertake the relevant activity in a manner which complies with this Deed and which is capable of recording the compliance with [OHS Law](#) and which otherwise complies with the requirements of Schedule 3 and clause 16 of this [Accreditation Deed](#);

Performance Improvement Report means a report issued in accordance with subclause 15.3;

Performance Regime means the regime set out in Schedule 6 which is the subject of clause 23;

Probation means a period to be determined by [SEW](#) during which the [Contractor's Accreditation](#) may be cancelled without notice by [SEW](#);

Qualified means the [Accreditation Status](#) described in the [Performance Regime](#);

Quality Management System means a system which is capable of recording the quality of the [Works](#) or [Services](#) (as is relevant to the [Contractor](#)) and which otherwise complies with [SEW's Requirements](#) and the requirements set out at Schedule 3 of this [Accreditation Deed](#);

Quality Standards means the standards referred to at Schedule 3;

Re-Accreditation means the process of the [Contractor's Accreditation](#) automatically continuing through the process set out in subclause 6.8;

Re-Accredited means a [Contractor](#) continuing to be [Accredited](#) by reason of the process set out in subclause 6.8;

Reportable Circumstance 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;

Self Certified means the [Accreditation Status](#) described in the [Performance Regime](#);

Serious Incident:

- (a) includes a [Notifiable Incident](#); and
- (b) otherwise means:
 - (i) an event or circumstance 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 breach described in the definition of [Incident](#)); or
 - (iii) 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, geotechnical investigation, survey investigation, stakeholder engagement, documentation (including asset 'as constructed' survey information) or supervision of any [Works](#); and
- (b) the provision of advice in relation to design, documentation or supervision;

SEW means South East Water;

SEW Confidential Information means:

- (a) all [SEW Information](#) and all information held by [SEW](#) or the property of [SEW](#) 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);

SEW Information means any information provided to a [Contractor](#) or the [Contractor's Personnel](#) by or on behalf of [SEW](#) or sourced from material held by [SEW](#);

SEW Systems Verification Audit means a systematic and independent examination of the [Management Systems](#) undertaken:

- (a) by an [Auditor](#) appointed by [SEW](#) to determine whether those systems are adequate and being complied with; and
- (b) with a focus on the aspects of the [Management Systems](#) which relate to the [Services](#) but may result in examination of matters outside of the scope of the [Services](#) in order to provide [SEW](#) with confidence that the [Management Systems](#) are adequate and being complied with;

SEW's Administrative Process means the processes described at or set out at Schedule 3 as amended pursuant to subclause 15.2;

SEW's Assets means any property, plant equipment or other asset owned by or under the control of [SEW](#);

SEW's Representative means the person or persons representing [SEW](#) or exercising some or all of the functions of [SEW](#) under the [Accreditation Deed](#) and being the person or persons as described in paragraph 8.2(a) and is, as at the [Commencement Date](#), the person or persons described as such at Item 11 of Schedule 1 or such other person or persons as is nominated pursuant to paragraph 8.2(b);

SEW's Requirements means:

- (a) compliance with [SEW's Administrative Process](#);
- (b) preparing and maintaining the [Management Systems](#);
- (c) preparing and maintaining the [Quality Management System](#); and
- (d) the requirements set out at Schedule 3;

Third Party Assets means assets of a party other than [SEW](#);

Water Infrastructure means any infrastructure which is, or will become, a [SEW's Asset](#) and which relates to the discharge of [SEW's](#) obligations in relation to the construction, operation and maintenance of infrastructure relevant to water supply, recycled water 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 [Water Infrastructure](#);

Works Information means all information, documents and records in relation to [Works](#) or [Services](#) undertaken by or on behalf of the [Contractor](#) information, documents and records are necessary to enable [SEW](#):

- (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 [SEW'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, paragraph, schedule or annexure is to a clause or paragraph 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;
- (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) If [SEW](#) is entitled to act in its absolute discretion then:
 - (i) [SEW](#) is entitled to act as it considers appropriate and is not obliged to consider the interests of the [Contractor](#);
 - (ii) [SEW](#) may impose any conditions it considers appropriate in relation to the exercise of the discretion (and clause 32.5 shall apply to any such conditions);
 - (iii) any obligation to act in good faith does not apply in respect of the exercise of the discretion;
 - (iv) the exercise of the discretion shall not be reviewable;
 - (v) [SEW](#) shall not be constrained from acting by any principle of common law or equity;
 - (vi) there shall be no time constraint on when [SEW](#) may exercise that discretion (unless such a constraint arises through the particular provision of this [Accreditation Deed](#) giving rise to the discretion); and
 - (vii) the [Contractor](#) shall have [no claim](#) against [SEW](#) in relation to the exercise of the discretion or the timing of the exercise of the discretion.

1.3 No Claim

Where, in this [Accreditation Deed](#) there is reference to the [Contractor](#) having ‘*no claim*’ against [SEW](#) then:

- (a) the [Contractor](#) must not bring any [Claim](#) against [SEW](#) in relation to or in connection with the circumstances giving rise to the [Claim](#);
- (b) the [Contractor](#) releases [SEW](#) from any [Claim](#) which the [Contractor](#) has, or but for this provision may have had, against [SEW](#) 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 [SEW](#) and will keep [SEW](#) indemnified in relation to any [liability](#) arising in connection with the circumstances giving rise to any such [Claim](#).

2. Principles

[SEW](#) and the [Contractor](#):

- (a) recognise that all parties ([SEW](#), the [Developer](#), the [Contractor](#) and the [Accredited Consultant](#)) play a role in ensuring that [SEW's Requirements](#) are met;
- (b) will ensure that appropriate people from [SEW](#) and the [Contractor](#) (including [Key Personnel](#) as applicable) remain involved with the [Works](#) or [Services](#);
- (c) will respond in a reasonable time to any request from the other party, or from the [Developer](#) or the [Accredited Consultant](#) relating to the [Works](#) or [Services](#);
- (d) will work with integrity and mutual respect of both individuals and corporate objectives;
- (e) will place a high value on the relationship between [SEW](#) and the [Contractor](#);
- (f) will endeavour to provide excellent service to [SEW's](#) customers.

3. SEW Obligations

[SEW](#) will:

- (a) provide existing asset survey data to the [Contractor](#) within a reasonable period of time;
- (b) audit compliance with [SEW's Requirements](#);
- (c) develop clear open-communication lines;
- (d) clearly articulate performance standards; and
- (e) clearly articulate project scope and technical requirements.

4. Contractor Obligations

The [Contractor](#) will:

- (a) perform the [Works](#) or [Services](#) according to the approved specifications provided by the [Accredited Consultant](#), unless a variation is approved by the [Accredited Consultant](#);
- (b) take responsibility for and manage the risks of performing the [Works](#) or [Services](#);
- (c) develop clear open communication lines;
- (d) provide a healthy and safe working environment;
- (e) undertake a continuous improvement process for the delivery of the [Works](#) and [Services](#) in accordance with the [Quality Management System](#); and
- (f) undertake its responsibilities in accordance with Schedule 4.

5. Relationship between the parties

- (a) The [Contractor](#) is not, and must not purport to act as the agent of [SEW](#).
- (b) This [Accreditation Deed](#), and the arrangements resulting from this [Accreditation Deed](#), do not give rise to a partnership or joint venture or any other relationship between the [Contractor](#) and [SEW](#) other than the contractual relationship established by this [Accreditation Deed](#).

6. Accreditation

6.1 Accreditation

A [Contractor](#) may become [Accredited](#) under [SEW's Accreditation Scheme](#).

6.2 Process for Accreditation

A [Contractor](#) may become [Accredited](#) by:

- (a) applying to [SEW](#) to be [Accredited](#), such application being made through the lodging of an [Accreditation Application](#) by the [Contractor](#) with [SEW](#);
- (b) [SEW](#), subject to the terms of the [Accreditation Application](#), reviewing and granting [Accreditation](#); and
- (c) the [Contractor](#) executing this [Accreditation Deed](#).

6.3 Duration of Accreditation

If a [Contractor's Accreditation Status](#) is [Qualified](#) then the [Contractor's Accreditation](#) will automatically expire 12 months after the date it is [Accredited](#) (or such earlier date as may result from the operation of this [Accreditation Deed](#)).

If a [Contractor's Accreditation Status](#) is [Certified](#) or [Self Certified](#) then the [Contractor's Accreditation](#) will automatically expire 24 months after the date it is [Accredited](#) (or such earlier date as may result from the operation of this [Accreditation Deed](#)).

A [Contractor](#) may be [Re-Accredited](#) under subclause 6.8.

A [Contractor](#) is [Accredited](#):

- (a) from the later of:
 - (i) the [Commencement Date](#); and
 - (ii) the date of [Re-Accreditation](#).
- (b) until the earlier of:
 - (i) the expiration of the [Accreditation Period](#); or
 - (ii) the cancellation of the [Accreditation](#) pursuant to paragraph 6.5(c), subclause 6.9, subclause 27.1 or subclause 28.6; or
 - (iii) any of the [Accreditation Conditions](#) not being satisfied.

6.4 Accreditation Conditions

- (a) [SEW](#) may amend any of the [Accreditation Conditions](#) from time to time provided that no such amendment will impose any additional liability or constraint on the [Contractor](#) or be unreasonably burdensome on the [Contractor](#).
- (b) [SEW](#) will provide the [Contractor](#) with written notice of any amendment and a reasonable period to meet any amended [Accreditation Conditions](#).
- (c) The proviso in paragraph 6.4(a) does not apply in respect of any amendment which is made:
 - (i) with a view to ensuring that [Works](#) or [Services](#) are undertaken so as to meet the requirements of this [Accreditation Deed](#);
 - (ii) in order to comply 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 [SEW](#) is in a position to conveniently, effectively, consistently and reliably be satisfied that a [Contractor](#) is complying with the requirements of this [Accreditation Deed](#).

6.5 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) The [Contractor](#) has [no claim](#) against [SEW](#) in relation to or in connection with the [Application Process](#).
- (c) If [SEW](#) becomes aware that there has been a breach of the warranty provided for in paragraph 6.5(a) then [SEW](#) may, in its [absolute discretion](#), immediately cancel the [Contractor's Accreditation](#).
- (d) Following the cancellation of the [Contractor's Accreditation](#) pursuant to paragraph 6.5(c), subclause 27.4 shall apply.

6.6 Accreditation Status

The [Contractor](#) has the [Accreditation Status](#) set out in Item 3 of Schedule 1 or such other [Accreditation Status](#) as is determined through the operation of the [Performance Regime](#), subclause 6.7, subclause 6.8 or paragraph 24.3(e).

6.7 Contractor's Request for Change to Accreditation Status

- (a) The [Contractor](#) may apply to have its [Accreditation Status](#) varied.
- (b) Any application pursuant to paragraph 6.7(a) shall (except to the extent that any requirement may be waived by [SEW](#) in its [absolute discretion](#)) be in the same form as, include the same information as and be subject to the same requirements and conditions as the [Accreditation Application](#).
- (c) In requesting a variation to its [Accreditation Status](#) the [Contractor](#) agrees that it is bound by the terms of, and will comply with the provisions applicable to the [Accreditation Application](#).
- (d) [SEW](#) may deal with an application pursuant to paragraph 6.7(a) in the same manner as it was entitled to deal with the [Accreditation Application](#).

6.8 Re-Accreditation

- (a) A [Contractor](#) will be assessed and [Re-Accredited](#) for 24 months only if, as at 30 days prior to the expiration of the [Accreditation Period](#),
 - (i) the relevant criteria in the [Performance Regime](#) are satisfied;
 - (ii) the relevant [Accreditation Conditions](#) are satisfied;
 - (iii) the [Contractor](#) is not in breach of this [Accreditation Deed](#);
 - (iv) at the time of [Re-Accreditation](#) the [Contractor's Accreditation Status](#) is [Certified](#) or [Self Certified](#);

- (v) if the [Contractor](#) has been subject to a [SEW Systems Verification Audit](#), the [Contractor](#) has passed that [SEW Systems Verification Audit](#) and committed to any corrective or preventative actions; and
- (vi) the [Contractor](#) has submitted a statutory declaration stating its compliance with the above requirements
 - (b) The [Accreditation Status](#) of the [Contractor](#) following [Re-Accreditation](#) pursuant to this subclause 6.8 is the same [Accreditation Status](#) as the [Contractor](#) held prior to [Re-Accreditation](#) or such other [Accreditation Status](#) as is determined through the application of the [Performance Regime](#).
 - (c) If the [Contractor](#) is [Re-Accredited](#) pursuant to this subclause 6.8 then the [Accreditation Period](#) is extended by 24 months or a period determined by [SEW](#).

6.9 Change in Circumstances

- (a) If the [Contractor](#) becomes aware of the occurrence of any:
 - (i) circumstance or change in circumstance which materially adversely impacts on the ability of the [Contractor](#) to:
 - (A) undertake any [Works](#) or [Services](#); or
 - (B) comply with this [Accreditation Deed](#);
 - (ii) circumstance or change in circumstance which materially impacts a characteristic of the [Contractor](#) which was relied upon by [SEW](#) in providing the [Contractor's Accreditation](#),

then the [Contractor](#) must advise [SEW](#) in writing.

- (b) If [SEW](#) becomes aware of the occurrence of any:
 - (i) circumstance or change in circumstance which materially impacts on the ability of the [Contractor](#) to:
 - (A) undertake any [Works](#) or [Services](#); or
 - (B) comply with this [Accreditation Deed](#);
 - (ii) circumstance or change in circumstance which materially impacts a characteristic of the [Contractor](#) which was relied upon by [SEW](#) in providing the [Contractor's Accreditation](#),

then [SEW](#) may issue a [Show Cause Notice](#) under clause 24.

6.10 Previous Accreditation Regime

- (a) [SEW's](#) previous accreditation regime is replaced in its entirety by this [Accreditation Deed](#);
- (b) The [Contractor](#) releases [SEW](#) from any claim which the [Contractor](#) has, or but for this [Accreditation Deed](#), may have had against [SEW](#) in relation to the

previous accreditation regime or the process leading to the [Contractor's Accreditation](#) under this [Accreditation Deed](#).

7. Consequence of Accreditation

7.1 No assurance of work

- (a) [SEW](#) makes no representation to the [Contractor](#) that the [Contractor](#) will be offered to opportunity to undertake any [Works](#) or [Services](#) by reason of it being [Accredited](#).
- (b) The [Contractor](#) has [no claim](#) against [SEW](#) by reason of the [Contractor](#) not having the opportunity to undertake any [Works](#) or [Services](#).

7.2 Others may be accredited

- (a) [SEW](#) may accredit other [Contractors](#) and may accredit as many [Contractors](#) as it chooses.
- (b) The [Contractor](#) has [no claim](#) against [SEW](#) by reason of [SEW](#) accrediting other [Contractors](#).

8. Representatives

8.1 Contractor's Representative

- (a) The [Contractor](#) must nominate a person to represent the [Contractor](#) in its dealings with [SEW](#).
- (b) The [Contractor](#) may, subject to approval of the nominee by [SEW](#), by notice in writing to [SEW](#), nominate a replacement [Contractor's Representative](#).
- (c) [SEW](#) may not unreasonably withhold its approval of a replacement [Contractor's Representative](#).
- (d) Matters within the knowledge of [Contractor's Representative](#) 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 Representative](#) shall be deemed to be given to the [Contractor](#).

8.2 SEW's Representative

- (a) [SEW](#) must nominate one or more persons:
 - (i) to represent [SEW](#) in its dealings with the [Contractor](#); and
 - (ii) to exercise some or all of the functions of [SEW](#) under the [Accreditation Deed](#).

- (b) [SEW](#) may, by notice in writing to the [Contractor](#), nominate a replacement [SEW's Representative](#).
- (c) [SEW](#) may nominate a position in [SEW](#) as being [SEW's Representative](#), rather than a named person.
- (d) [SEW](#) must advise the [Contractor](#) in writing of the nomination of any [SEW's Representative](#) and of any functions it is entitled to exercise.
- (e) Not more than one [SEW's Representative](#) shall be entitled to exercise the same function at the same time.
- (f) The appointment of any [SEW's Representative](#) shall not prevent [SEW](#) from exercising any function.
- (g) Any action by [SEW's Representative](#), in relation to a function it is entitled to exercise (as advised in accordance with paragraph 8.2(d)), shall be taken to be an action of [SEW](#).

9. Contractor's Obligations

9.1 General Obligations

A [Contractor](#) must:

- (a) comply with [SEW's Administrative Process](#);
- (b) comply with the [Land Development Policies and Pricing Manual](#);
- (c) comply with the [Accreditation Conditions](#);
- (d) comply with any requirements relevant to the to the [Accredited Status](#) held by the [Contractor](#);
- (e) only undertake [Works](#) or [Services](#) (as is relevant to the [Contractor](#)) in the [Accredited Category](#);
- (f) only undertake [Works](#) or [Services](#) (as is relevant to the [Contractor](#)) as is permitted having regard to the [Accredited Status](#);
- (g) oversee the undertaking of [Works](#) or [Services](#) (as is relevant to the [Contractor](#));
- (h) conduct [Audits](#) of those [Works](#) or [Services](#) so that the [Contractor](#) can be satisfied that the [Works](#) or [Services](#) are in accordance with the requirements of this [Accreditation Deed](#);
- (i) keep records of any [Audits](#) required to be carried out pursuant to paragraph 9.1(h) for a period of 7 years; and
- (j) administer this deed and the undertaking of the [Works](#) or [Services](#) (as is relevant to the [Contractor](#)); and

- (k) notify [SEW](#) as soon as the [Contractor](#) becomes aware of a [Reportable Circumstance](#).

9.2 Contractor's Resources

The [Contractor](#) must:

- (a) maintain the resources, or have available to it the resources necessary to comply with its obligations under this [Accreditation Deed](#);
- (b) maintain the systems necessary to comply with its obligations under this [Accreditation Deed](#); and
- (c) maintain the management resources necessary to properly manage and oversee the discharge of its obligations under this [Accreditation Deed](#).

9.3 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](#) (as is relevant to the [Contractor](#)).

9.4 Undertaking the Works or Services

Where the [Contractor](#) carries out [Works](#) or provides [Services](#) under this [Accreditation Deed](#), the [Works](#) or [Services](#) must be carried out or provided:

- (a) in accordance with this [Accreditation Deed](#);
- (b) with the due skill, diligence, prudence, foresight and care that would reasonably be expected from an [experienced and competent contractor](#);
- (c) in compliance with:
 - (i) all [Legislative Requirements](#);
 - (ii) all [Accreditation Conditions](#);
 - (iii) the [OHS Law](#);
 - (iv) all [Quality Standards](#);
 - (v) all [SEW's Requirements](#); and
 - (vi) the requirements of [Authorities](#).

10. Change in Control

10.1 Consent required

If there is to be a [Change in Control](#) the [Contractor](#) must within 7 days of that Change in Control seek the consent of [SEW](#).

10.2 Actions required

If there is to be a [Change in Control](#) the [Contractor](#) must within 7 days of that Change in Control demonstrate that the [Change in Control](#) will not adversely impact the [Contractor](#)'s ability to carry out the [Works](#) or perform the [Services](#).

10.3 Consent not to be unreasonably withheld

Provided that the [Contractor](#) has complied with clauses 10.1 and 10.2 [SEW](#) may not unreasonably withhold its consent.

10.4 Absence of consent

- (a) If there is a [Change in Control](#) and the Contractor did not comply with clauses 10.1 and 10.2 then:
 - (i) the Contractor's Accreditation is suspended with effect from 7 days of the Change in Control; and
 - (ii) [SEW](#) is entitled to issue a Show Cause Notice.
- (b) If there is a Change in Control and the Contractor complied with clauses 10.1 and 10.2 but [SEW](#) advises in writing that it does not consent to the Change in Control then:
 - (i) the Contractor's Accreditation is suspended with effect from receipt of [SEW](#)'s notice; and
 - (ii) [SEW](#) is entitled to issue a Show Cause Notice.

10.5 Duration of suspension

- (a) If the [Contractor](#)'s [Accreditation](#) is suspended by reason of subclause 10.3 the suspension remains in effect until the earlier of:
 - (b) the cessation of the event which gave rise to the suspension;
 - (c) the expiration of the [Contractor](#)'s [Accreditation](#) by reason of subclause 6.3(b); and
 - (d) the cancellation of the [Contractor](#)'s [Accreditation](#) in accordance with this Deed.

10.6 Consequences of suspension

If the [Contractor](#)'s [Accreditation](#) is suspended in accordance with this clause 10, then, for the duration of the suspension, subclause 27.4 shall apply as if the [Accreditation](#) had been cancelled.

11. Loss and Damage

If loss or damage occurs to [SEW](#)'s [Assets](#), other than that loss or damage caused by [SEW](#), by reason of or in connection with the performance of the relevant [Works](#) or [Services](#), a breach of this

[Accreditation Deed](#) or any other action of the [Contractor](#) or the [Contractor's Personnel](#), the [Contractor](#) must:

- (a) as soon as practicable, inform [SEW](#) of the fact of that loss or damage and the circumstances resulting in the loss or damage;
- (b) at its cost, rectify such loss or damage; and
- (c) compensate [SEW](#) for that loss or damage and the consequences of the loss or damage.

12. Contractor's Warranties

12.1 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, and will maintain, the capacity to comply with its obligations under this [Accreditation Deed](#);
- (g) it will comply with the provisions of this [Accreditation Deed](#).

12.2 Continuing and repeated warranties

The warranties and representations set out in subclause 12.1 of this [Accreditation Deed](#) are repeated on each day from the [Commencement Date](#) until the termination or expiration of this [Accreditation Deed](#).

13. Indemnity

13.1 Provision of Indemnity

The [Contractor](#) indemnifies and must keep indemnified [SEW](#) in relation to any breach of this [Accreditation Deed](#) or any warranty provided for in this [Accreditation Deed](#).

13.2 Reduction of Liability

The liability the [Contractor](#) pursuant to subclause 13.1 shall be reduced to the extent that any relevant loss, damage, cost, expense or liability was caused by or contributed to by [SEW](#) or a [SEW Representative](#).

13.3 Limitation of Liability

- (a) Subject to paragraph 13.3(b), the [Contractor](#)'s liability to [SEW](#) arising directly or indirectly under or in connection with this [Accreditation Deed](#) or the performance or non-performance of this [Accreditation Deed](#) and whether arising under any indemnity, statute, in tort (for negligence or otherwise), or on any other basis in law or equity is limited to the amount set out in Item 12 of Schedule 1.
- (b) Paragraph 13.3(a) does not limit the [Contractor](#)'s liability to [SEW](#) in the event of:
 - (i) wilful misconduct; or
 - (ii) liability which cannot be limited at law; or
 - (iii) third party property loss or damage; or
 - (iv) personal injury or death of a person; or
 - (v) infringement of intellectual property rights; or
 - (vi) fraud; or
 - (vii) criminal activities; or
 - (viii) liability arising in connection with a breach of a statutory duty.

13.4 Indemnities

Where any indemnity is given under this [Accreditation Deed](#):

- (a) the indemnity is in respect of any loss damage or expense, including (without limitation);
 - (i) loss of profit (but excluding [SEW](#)'s 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](#).

13.5 Payment

- (a) [SEW](#) may, in good faith, assess the liability of the [Contractor](#) pursuant to subclause 13.1 and, upon that assessment being provided to the [Contractor](#), it shall be a debt due and payable by the [Contractor](#) to [SEW](#).
- (b) The debt arising pursuant to paragraph 13.5(a):
 - (i) is payable upon the assessment 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 [SEW's](#) assessment it may dispute the assessment by following the dispute resolution process contained in clause 29.

14. Personnel

14.1 Key Personnel

The Contractor must ensure that the [Key Roles](#) are performed by the [Key Personnel](#) or any replacement of such person or persons authorised under subclause 14.2.

14.2 Replacement of Key Personnel

- (a) The [Contractor](#) may, subject to [SEW's](#) rights under subclause 14.2, replace [Key Personnel](#) without the prior written approval of [SEW](#) if the replacement person is of similar experience and expertise and holds similar skills, qualifications and competencies as the corresponding personnel as described in the [Accreditation Application](#).
- (b) If paragraph 14.2(a) applies:
 - (i) the relevant [Key Personnel](#) must be replaced by a person of at least equivalent skills, qualifications, competence, expertise and experience; and
 - (ii) the Contractor must advise [SEW](#), in writing, of the name and details of the skills, qualifications, competence, expertise and experience of the replacement person and must do so within 10 [Business Days](#) of the replacement; and
 - (iii) [SEW](#) may refuse to approve the [Key Personnel](#) who have or are being appointed.

- (c) If [SEW](#) notifies the [Contractor](#) that it refuses to approve the [Key Personnel](#) as provided for in paragraph 14.2(b)(iii) then the the [Contractor](#) may nominate alternative personnel.

14.3 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](#) (as is relevant to the [Contractor](#)); and
 - (ii) hold all necessary registrations, authorisations, permits or consents necessary and appropriate to the undertaking of the relevant [Works](#) or [Services](#).
- (b) The [Contractor](#) must:
- (i) only deploy or permit the deployment of [Contractor's Personnel](#) who satisfy the requirements of paragraph 14.3(a) in undertaking the relevant [Works](#) or [Services](#); and
 - (ii) ensure that any of the [Contractor's Personnel](#) who undertake the relevant [Works](#) or [Services](#) satisfy the requirements of paragraph 14.3(a).

14.4 Responsibility for Personnel

- (a) The [Contractor](#) is responsible for the [Contractor's Personnel](#) and for the actions of the [Contractor's Personnel](#).
- (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 [SEW's Requirements](#).

14.5 Removal of Personnel

The [Contractor](#) must, on the written request of [SEW](#), promptly replace, or procure the replacement of, any of the [Contractor's Personnel](#) engaged in connection with the relevant [Works](#) or [Services](#) if [SEW](#), in its reasonable opinion, considers that:

- (a) the person no longer has, or is no longer 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](#).

15. SEW's Requirements

15.1 Compliance with SEW's Requirements

The [Contractor](#) must comply with [SEW's Requirements](#).

15.2 Amendment of SEW's Requirements

[SEW](#) may amend any of [SEW's Requirements](#) from time to time as is necessary to comply with standards, regulations, legislation, and [SEW](#) business requirements including good governance and protection of assets. The [Contractor](#) will be given written notice and a reasonable period to meet these conditions. .

15.3 Performance Improvement Reports

- (a) If [SEW](#) becomes aware of any material deficiency, defect or non-compliance in relevant [Works](#) or [Services](#) then [SEW](#) may issue a [Performance Improvement Report](#), without incurring any additional costs to [SEW](#).
- (b) The [Contractor](#) must, in relation to all [Works](#) or [Services](#) undertaken following the issue of an [Performance Improvement Report](#) comply with the [Performance Improvement Report](#).
- (c) The requirements of a [Performance Improvement Report](#) 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.

16. OHS and Environment

16.1 OHS Obligations

- (a) The [Contractor](#) must, in undertaking the [Works](#) or [Services](#) (as is relevant to the [Contractor](#)) comply with the [OHS Law](#) and the [Environment Laws](#).
- (b) The [Contractor](#) must have an [OHS Management System](#) and an [Environmental Management System](#).

16.2 Status of the OHS Management System and the Environmental Management System

The [OHS Management System](#) and the [Environmental Management System](#) are [Management Systems](#) and Schedule 3 of this [Accreditation Deed](#) applies to the [OHS Management System](#) the [Environmental Management System](#).

16.3 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) [SEW](#) is not exercising management and control over the area in which the [Works](#) or [Services](#) are being undertaken.

17. Incidents

17.1 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 [SEW](#), or a nominee of [SEW](#), to conduct an [Audit](#) of any of the documents and records to which paragraph 17.1(a) applies if requested to do so by [SEW](#).
- (c) The obligations under this subclause 17.1 are in addition to the obligations under paragraph 4.5 of Schedule 3 and paragraph 4.6 of Schedule 3.

17.2 Reporting of Serious Incidents

The [Contractor](#) must, as soon as practicable after a [Serious Incident](#), advise [SEW](#) of:

- (a) the occurrence of the [Serious Incident](#);
- (b) the cause of the [Serious Incident](#); and
- (c) the consequences of the [Serious Incident](#).

17.3 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 17.3 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 [SEW](#) of the arrangements for and the timing of the investigation;
 - (ii) allow [SEW](#), 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 paragraph 17.3(a)(i);
 - (iv) provide [SEW](#) with a copy of the written record referred to in paragraph 17.3(b)(iii) within 5 [Business Days](#) of the investigation being concluded.

17.4 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; and this implementation must be confirmed/ detailed in writing to [SEW](#).

18. Insurances

18.1 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 contractor in the position of the [Contractor](#) would maintain.

18.2 Subcontractors

The [Contractor](#) must procure that its subcontractors maintain all insurances required by a [Legislative Requirement](#).

18.3 Status of insurer

The insurances required pursuant to subclause 18.1 must be taken out with a reputable insurer which is permitted by the *Insurance Act 1973* (Cth) to undertake insurance in Australia.

18.4 Evidence of insurance

The [Contractor](#) must, within 5 [Business Days](#) of the [Commencement Date](#) and, within 5 [Business Days](#) of each request from [SEW](#), provide to [SEW](#) evidence of compliance with this clause 18 in the form of a certificate of currency.

18.5 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 18 may at any time become void or voidable. If this does occur, it may result in a Performance Improvement or a [Show Cause Notice](#) being issued by [SEW](#) to the [Contractor](#).

18.6 Cancellation

The [Contractor](#) must notify [SEW](#) in writing whenever the insurer gives the [Contractor](#) a notice of cancellation or any other notice in respect of a policy.

18.7 Indemnity

The [Contractor](#) indemnifies [SEW](#) in relation to any loss, cost, expense or liability incurred or suffered by [SEW](#) by reason of or in connection with any failure by the [Contractor](#) to comply with the obligations under this clause 18.

18.8 Claims

- (a) The [Contractor](#) must:
- (b) notify [SEW](#) in writing of any claims against the insurances effected by the [Contractor](#) relating to the [Works](#) or [Services](#) within 5 days after it becomes aware of the claims; and
- (c) provide such further information to [SEW](#) in relation to the claim as [SEW](#) may reasonably require.

19. Works Information

19.1 Provision of the Works Information

The [Contractor](#) must provide the [Works Information](#) to [SEW](#) as soon as practicable after the completion of the [Works](#) or [Services](#).

19.2 Form of the Works Information

The [Works Information](#) must be in a form approved by [SEW](#).

19.3 Accuracy of the Works Information

The [Contractor](#) warrants that the [Works Information](#) will be accurate and complete and will not be misleading.

20. SEW Information

20.1 Relevance of SEW Information

The [Contractor](#):

- (a) acknowledges that it may come into possession of [SEW Information](#);
- (b) must, to the extent practicable, independently verify any [SEW Information](#).

20.2 No warranty

- (a) [SEW](#) does not give any warranty or make any representation as to the accuracy or completeness of any [SEW Information](#).

20.3 No Claim

- (a) The [Contractor](#) has [no claim](#) against [SEW](#) in relation to or in connection with any [SEW Information](#).

20.4 Use of SEW Information

- (a) The [Contractor](#) must not:

- (i) use any [SEW Information](#) for any purpose other than the undertaking of the [Works](#) or [Services](#) (as is relevant to the [Contractor](#)); and
 - (ii) must not pass any [SEW Information](#) to any third party other than for the purpose of undertaking of the [Works](#) or [Services](#).
- (b) If the [Contractor](#) passes any [SEW Information](#) to any third party as permitted by paragraph 20.4(a)(ii) the [Contractor](#) must advise the recipient of that information of the matters set out in subclause 20.1 and subclause 20.2.

21. Intellectual Property

21.1 Contractor's obligations

The [Contractor](#):

- (a) warrants that the [Works](#) or [Services](#) (as is relevant to the [Contractor](#)) and the [Works Information](#) will not infringe the [Intellectual Property Rights](#) of any third party;
- (b) grants to [SEW](#) an irrevocable, perpetual, royalty free, unconditional licence to use the [Works](#) or [Services](#) (as is relevant to the [Contractor](#)) and the [Works Information](#) in whatever reasonable manner [SEW](#) 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 paragraph 21.1(b).

21.2 SEW's intellectual property

- (a) The [Contractor](#) acknowledges that the provision to it of any of [SEW's Information](#) does not give to the [Contractor](#) any [Intellectual Property Rights](#) in that information (other than in respect of the licence granted in paragraph 21.2(b)).
- (b) [SEW](#) grants to the [Contractor](#) a royalty free licence to use [SEW's Information](#) for the purpose of undertaking the [Works](#) or [Services](#).

22. Confidentiality

22.1 Use of SEW Confidential Information

The [Contractor](#):

- (a) must only use [SEW Confidential Information](#) solely for the purpose of undertaking of the [Works](#) or [Services](#);
- (b) must not disclose [SEW Confidential Information](#) other than as permitted in this [Accreditation Deed](#);

- (c) must only disclose [SEW Confidential Information](#) to persons who:
 - (i) are aware and agree that the [SEW Confidential Information](#) must be kept confidential; or
 - (ii) have signed any confidentiality deed required by [SEW](#) 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 [SEW](#) from time to time;
 - (d) must ensure that the [Contractor's Personnel](#) keep confidential all [SEW Confidential Information](#), other than in circumstances where disclosure is permitted by this [Accreditation Deed](#); and
 - (e) must ensure that the [Contractor's Personnel](#) only use [SEW Confidential Information](#) solely for the purpose of undertaking of the [Works](#) or [Services](#).

22.2 Use of Contractor Confidential Information

- (a) [SEW](#):
 - (i) must not disclose [Contractor Confidential Information](#) other than as permitted in this [Accreditation Deed](#); and
 - (ii) must ensure that the [SEW's Representative](#) keeps confidential all [Contractor Confidential Information](#), other than in circumstances where disclosure is permitted by this [Accreditation Deed](#).
- (b) [SEW](#) is permitted to share [Contractor Confidential Information](#) associated with this Accreditation Deed or the Performance Regime with Yarra Valley Water and City West Water and Victorian Government bodies.

22.3 Breach of Confidence

- (a) The [Contractor](#) must immediately notify [SEW](#) of any suspected or actual unauthorised use, copying or disclosure of [SEW Confidential Information](#).
- (b) The [Contractor](#) must provide assistance reasonably requested by [SEW](#) in relation to any proceedings [SEW](#) may take against any person for unauthorised use, copying or disclosure of [SEW Confidential Information](#).
- (c) The [Contractor](#) acknowledges that damages will not be an adequate remedy in relation to any breach of this clause 22 and that [SEW](#) will be entitled to take injunctive proceedings in relation to, or to prevent any such breach.

22.4 Limit of obligations

The obligations in this clause 22 do not apply to:

- (a) information already in the public domain (other than as a result of a breach of this clause 22);

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

22.5 Survival

The obligations in this clause 22 survive the termination or expiration of this [Accreditation Deed](#).

23. Performance Regime

23.1 Application of regime

The [Contractor](#) acknowledges that its performance in relation to the [Works](#) or [Services](#) and compliance with this [Accreditation Deed](#) will be monitored and assessed in accordance with the [Performance Regime](#).

23.2 Consequences of regime

The [Contractor](#) acknowledges that the application of the [Performance Regime](#) may result in:

- (a) the [Contractor's Accreditation Status](#) being altered;
- (b) a [Show Cause Notice](#) being issued;
- (c) the [Contractor](#) being the subject of [Intensive Auditing](#);
- (d) the [Contractor's Accreditation](#) being suspended;
- (e) the [Contractor's Accreditation](#) being terminated;
- (f) the imposition of additional or amended [Accreditation Conditions](#); or
- (g) any combination of the above matters.

23.3 SEW assessment

- (a) [SEW](#) may apply the [Performance Regime](#) and make an assessment under the [Performance Regime](#) at any time that [SEW](#), considers appropriate.
- (b) The poorest performers may be required to provide a system rectification plan and may be subject to continued performance management by [SEW](#).
- (c) [SEW](#) may issue a [Show Cause Notice](#)

24. Show Cause Notice

24.1 Service of notice

- (a) [SEW](#) 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;
 - (iii) an [Intensive Audit](#) has been implemented for a period in excess of 3 months or is implemented for a second time in any period of 24 months; or
 - (iv) the issue of such a notice is provided for in the [Performance Regime](#);
 - (v) the [Contractor](#) does not provide an adequate rectification plan under clause **Error! Reference source not found.**; or
 - (vi) the issue of such a notice is provided for in this [Accreditation Deed](#).
- (b) The [Show Cause Notice](#) must:
- (i) state that it is a notice under this subclause 24.1;
 - (ii) set out the circumstances relied upon in relation to the notice; and
 - (iii) set out the time within which the [Contractor](#) must show cause (which time must not be less than 5 [Business Days](#) from the date of the [Show Cause Notice](#)).

24.2 Response to notice

- (a) Upon receipt of a [Show Cause Notice](#), the [Contractor](#) must provide a response to the notice within the time required.
- (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 or circumstance 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 or the circumstance; and
 - (v) set out reasons why [SEW](#) should not take further action under this [Accreditation Deed](#) in relation to the breach or circumstance.

24.3 Consideration of notice

Upon receipt of a response from the [Contractor](#) as contemplated by subclause 24.2 [SEW](#) may, in its [absolute discretion](#), advise the [Contractor](#) as to whether [SEW](#):

- (a) intends to terminate the [Contractor's Accreditation](#);
- (b) considers that the response does not adequately address the matters required to be addressed under subclause 24.2;
- (c) intends to implement an intensive [Audit](#) under clause 26.6;

- (d) intends to permit the [Contractor's Accreditation](#) to remain;
- (e) intends to permit the [Contractor's Accreditation](#) to remain but at a different [Accreditation Status](#);
- (f) intends to permit the [Contractor's Accreditation](#) to remain subject to certain conditions;
- (g) intends to permit the [Contractor's Accreditation](#) to remain subject to the [Contractor](#) being placed on [Probation](#); or
- (h) intends to terminate the [Accreditation Deed](#).

24.4 Inadequate response

- (a) If [SEW](#) advises the [Contractor](#) that it considers that the response does not adequately address the matters required to be addressed under subclause 24.2 then [SEW](#) may, in its [absolute discretion](#):
 - (i) call for the [Contractor](#) to again respond as required subclause 24.2; or
 - (ii) elect to follow one of the other options set out in subclause 24.3.
- (b) If [SEW](#) calls for the [Contractor](#) to again respond as required subclause 24.2 the [Contractor](#) must do so within the time directed by [SEW](#) .
- (c) Subclause 24.3 and subclause 24.4 shall continue to apply until [SEW](#) considers that the response does adequately address the matters required to be addressed under subclause 24.2 or until [SEW](#) has elected to follow one of the other options set out in subclause 24.3.

24.5 Compliance with Response

If [SEW](#) advises the [Contractor](#) that it intends to permit the [Contractor's Accreditation](#) to remain (with or without conditions) as contemplated by paragraph 24.3(d) or paragraph 24.3(f) then:

- (a) 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 paragraphs 24.2(b)(ii), 24.2(b)(iii) and 24.2(b)(iv)); and
- (b) 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.

24.6 Change in Accreditation Status

If [SEW](#) advises the [Contractor](#) that it intends to permit the [Contractor's Accreditation](#) to remain but at a different [Accreditation Status](#), as contemplated by paragraph 24.3(e) then as from the date of receipt or deemed receipt of that advice:

- (a) the [Contractor](#) is only entitled to undertake the [Works](#) or [Services](#) permitted to be undertaken in respect of that [Accreditation Status](#); and

- (b) the [Contractor](#) must comply with [SEW's Requirements](#) in relation to that [Accreditation Status](#).

24.7 Conditions

If [SEW](#) advises the [Contractor](#) that it intends to permit the [Contractor's Accreditation](#) to remain with conditions, as contemplated by paragraph 24.3(f) 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.

24.8 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 24.1 and substantial compliance with subclause 24.1 shall be sufficient.

25. Performance Discussion

25.1 Deferral of Show Cause Notice

If [SEW](#) is entitled to issue a [Show Cause Notice](#) then [SEW](#) may, in its [absolute discretion](#), defer the issuing of the [Show Cause Notice](#) and invite the [Contractor](#):

- (a) to participate in a discussion with [SEW](#) 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.

25.2 Undertakings and conditions

- (a) [SEW](#) 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 paragraph 25.2(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 paragraph 25.2(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.

25.3 Duration of deferral

- (a) [SEW](#) may defer the issuing of the [Show Cause Notice](#) for the period of time it, in its [absolute discretion](#), considers appropriate.
- (b) If [SEW](#) has not accepted an undertaking prior to the expiration of the period of time referred to in paragraph 25.3(a) then [SEW](#) will be free to issue the [Show Cause Notice](#).

26. Auditor

26.1 Right to Appoint

[SEW](#) may appoint an [Auditor](#) if:

- (a) [SEW](#) has become entitled to do so by reason of paragraph 24.3(c);
- (b) the appointment of a [Performance Auditor](#) is provided for in the [Performance Regime](#); or
- (c) [SEW](#) notifies the [Contractor](#) that it intends to carry out a [SEW Systems Verification Audit](#).

26.2 Role of an Auditor

The role of the [Performance Auditor](#) is:

- (a) to monitor the performance of the [Works](#) or [Services](#) (as is relevant to the [Contractor](#)) and compliance with this [Accreditation Deed](#) by the [Contractor](#); and
- (b) to report to [SEW](#) on the matters referred to in paragraph 26.2(a),
- (c) with a view to ensuring that the circumstances giving rise to the appointment of the [Performance Auditor](#) cease to exist and will not arise again in the future.

26.3 Cooperation with the Auditor

The [Contractor](#) must:

- (a) cooperate fully with the [Auditor](#);
- (b) allow the [Auditor](#) access to all relevant records and premises reasonably requested by the Auditor; and
- (c) not obstruct the [Auditor](#) in the performance of its role.

26.4 Auditor

The [Auditor](#) may be an employee of [SEW](#) or a nominee of [SEW](#) and must be suitably trained and qualified having regard to the scope, depth and type of the Audit.

26.5 Cost of the Auditor

- (a) The cost of the [Auditor](#) will be borne by [SEW](#) unless [Intensive Auditing](#) is implemented;
- (b) If [Intensive Auditing](#) is implemented the [Contractor](#) must, within 20 [Business Days](#) of each request by [SEW](#), reimburse [SEW](#) all costs associated with the engagement, management and reporting of the [Auditor](#) undertaking the [Intensive Audit](#);
- (c) If the [Auditor](#) is an employee of [SEW](#) the cost the subject of paragraph 26.5(a) includes the amount set out in Item 9 of Schedule 1 in respect of that employee.

26.6 Intensive Audits

- (a) In an [Intensive Audit](#), [SEW](#) will adopt a role of quality control and inspect the [Works](#) or [Services](#) at predetermined points. [Intensive Audits](#) of [Works](#) or [Services](#) will be implemented where [SEW](#) no longer has confidence in the [Contractor's Quality Management System](#) meeting [SEW's Requirements](#).
- (b) [Intensive Audits](#) will normally only cover those aspects of the [Accreditation Deed](#) where the quality cannot be assured. For example, [SEW](#) may implement an [Intensive Audit](#) of only the construction, if the design processes are functioning correctly.
- (c) Where non-conformance is widespread or significant enough to affect the quality of the entire [Accreditation Deed](#), [SEW](#) will implement [Intensive Auditing](#) of all aspects of the [Works](#) or [Services](#). If [SEW](#) determines that an [Intensive Audit](#) is required of the design, construction or survey of the [Works](#) or [Services](#), the appropriate party must pay an [Intensive Audit](#) fee.
- (d) The [Intensive Audit](#) fee is determined as set out in the [Land Development Pricing and Policy Manual](#).

26.7 Duration of the Intensive Audit

- (a) The [Auditor](#) shall continue to perform its role until [SEW](#) is satisfied in its [absolute discretion](#) that the need for the [Auditor](#) is no longer present.

27. Termination of Accreditation

27.1 Termination of Accreditation

[SEW](#) may cancel the [Contractor's Accreditation](#) without giving notice to the [Contractor](#) if:

- (a) a [Show Cause Notice](#) has been served on the [Contractor](#) and the [Contractor](#) has not responded as required by subclause 24.2; or
- (b) a [Show Cause Notice](#) has been served on the [Contractor](#) and [SEW](#) has advised that it intends to terminate the [Accreditation Deed](#) as contemplated by paragraph 24.3(a); or
- (c) the [Contractor](#) fails to take a step or continue to take a step the subject of subclause 24.5; or
- (d) the [Contractor](#) fails to comply with a condition the subject of subclause 24.6; or
- (e) an [Intensive Audit](#) has been implemented for a period in excess of 3 months or on more than two occasions during a period of 24 months.

27.2 Timing of termination

- (a) If [SEW](#) is to terminate the [Contractor's Accreditation](#) under subclause 27.1 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.
- (c) No new jobs can be taken on beyond the future date upon which the termination is to take effect.

27.3 Termination of Accreditation

The [Contractor's Accreditation](#) ceases as provided for in paragraph 6.3(b), being in the following circumstances:

- (a) the expiration of the [Accreditation Period](#); or
- (b) any of the [Accreditation Conditions](#) not being satisfied.

27.4 Consequences of termination

If the [Contractor's Accreditation](#) is cancelled under paragraph 6.5(c) or subclause 27.1 or ceases as noted in subclause 27.3 then the [Contractor](#):

- (a) may complete any of the [Works](#) or [Services](#) it then has underway (unless [SEW](#) directs the [Contractor](#) to immediately cease undertaking all [Works](#) or [Services](#));
- (b) must, if so directed by [SEW](#) immediately cease undertaking all [Works](#) or [Services](#) (except to the extent necessary to make any safe any circumstance which would otherwise be unsafe);

- (c) must not commence the undertaking of any further [Works](#) or [Services](#); and
- (d) cannot apply for [Accreditation](#) until after a 12 month period has elapsed since the cancellation the [Contractor's Accreditation](#), unless otherwise agreed by [SEW](#).

28. Suspension of Accreditation

28.1 Entitlement to suspend

If [SEW](#) is entitled to terminate the [Contractor's Accreditation](#) then [SEW](#) may, in its [absolute discretion](#), suspend the [Contractor's Accreditation](#) as an alternative to termination of the [Contractor's Accreditation](#).

28.2 Immediate suspension

- (a) If [SEW](#) forms the view that it is prudent, in order to prevent any loss or damage or injury the subject of clause 11 or a material or repeated breach of this [Accreditation Deed](#), to immediately suspend the [Contractor's Accreditation](#) then [SEW](#) 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 paragraph 28.2(a).
- (c) As soon as practicable following the delivery of a notice pursuant to paragraph 28.2(a), [SEW](#) 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 [SEW](#) 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 paragraph 28.2(a) then the suspension ceases.

28.3 Duration of suspension

If [SEW](#) suspends the [Contractor's Accreditation](#) then [SEW](#) 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.

28.4 Consequences of suspension

If the [Contractor's Accreditation](#) is suspended in accordance with clause 28, then, for the duration of the suspension, subclause 27.4 shall apply as if the [Accreditation](#) had been cancelled.

28.5 Conditions

- (a) If [SEW](#) suspends the [Accreditation](#) until certain specified conditions are satisfied and those conditions are satisfied then:
- (b) upon satisfaction of the conditions [SEW](#) will give notice to the [Contractor](#) that the suspension has ceased and the suspension shall cease from the date of the notice;
- (c) the [Contractor](#) must, thereafter, comply with those conditions; and
- (d) 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.

28.6 Maximum duration

- (a) If a maximum permitted duration is specified for a suspension as contemplated by paragraph 28.3(c) then if the suspension has not ceased by the expiration of the duration then [Contractor's Accreditation](#) is automatically terminated.

29. Dispute Resolution

29.1 Dispute process

- (a) The parties must follow this clause 29 in relation to any dispute or difference that arises between the parties which is in any way connected with this [Accreditation Deed](#) or the undertaking of the [Works](#) or [Services](#) (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 Parties to meet

If a party issues a [notice of dispute](#) under 29.3 and the [dispute](#) is not able to be resolved by the [Contractor's Representative](#) and [SEW's Representative](#) within 14 days, the nominated senior

executive officer (or equivalent) of each of [SEW](#) (on the one hand) and the [Contractor](#) (on the other hand) will promptly meet and discuss in good faith with a view to resolving such Dispute.

29.5 Mediation

- (a) If any [dispute](#) is unable to be resolved in accordance with clause 29.4 within 14 days, the parties agree to endeavour in good faith to settle the [dispute](#) by mediation administered by the Australian Commercial Disputes Centre (the [ACDC](#)) before having recourse to arbitration or litigation.
- (b) The mediation will be conducted in accordance with the mediation guidelines of [ACDC](#) (the **Guidelines**) which set out the procedures to be adopted, the process of selection of the mediator and the costs involved and the terms of those [Guidelines](#) are incorporated in this [Accreditation Deed](#).

29.6 Arbitration or litigation

- (a) If the parties fail to settle any [dispute](#) in accordance with clause 29.5 the parties may agree to submit the [dispute](#) for resolution to final and binding arbitration under the Rules of Arbitration of the Institute of Arbitrators and Mediators Australia by one or more arbitrators appointed in accordance with those rules.
- (b) If the parties do not agree to refer the Dispute to arbitration in accordance with clause 29.6(a), either party may submit the [dispute](#) for resolution to the exclusive jurisdiction of the Courts of Victoria, Australia.

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

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

The [Contractor](#) must allow [SEW](#), or a nominee of [SEW](#), to inspect the documents and records to which subclause 30.1 applies and to conduct an [Audit](#) of those documents and records if requested to do so by [SEW](#).

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 [SEW'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 8 and Item 10 of Schedule 1.
- (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 Agreement or a Purchase Order Contract, 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 [SEW](#) is called upon, or is able to give any approval or consent or exercise any discretion pursuant to this [Accreditation Deed](#) [SEW](#) 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 [SEW](#) 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 [SEW](#) and the [Contractor](#) will be as if the Approval had not been given (save that [SEW](#) will continue to enjoy the benefit of any compliance with the conditions).

32.6 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) [SEW'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 [SEW](#) shall prejudice [SEW](#) in the exercise of its rights or be taken to be an election by [SEW](#).

32.7 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.

32.8 Survival

The [Continuing Provisions](#) are independent and survive the termination or expiration of this [Accreditation Deed](#).

32.9 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.

32.10 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.

32.11 Counterparts

This [Accreditation Deed](#) may be executed in counterparts. All executed counterparts constitute one document.

32.12 Relationship

Except where this [Accreditation Deed](#) expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the parties.

32.13 Costs

Each party must pay its own costs of negotiating, preparing and executing this [Accreditation Deed](#).

32.14 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.

32.15 Amendment

This [Accreditation Deed](#) can only be amended or replaced by another document signed by the [Contractor](#) and [SEW](#).

32.16 Assignment or Novation

The [Contractor](#) may not assign, novate, transfer, dispose of, declare a trust over or otherwise create an interest in its right under this [Accreditation Deed](#) without the prior written consent of [SEW](#).

32.17 Privacy

The [Accreditation Status](#) of consultants and contractors will be publicly available on the [SEW](#) website. [SEW](#) reserves the right to share [Audit](#) information with Yarra Valley Water and City West Water and Victorian Government bodies. [Contractors](#) will not have access to the detailed [Audit](#) information of parties other than themselves.

Schedule 1 – Variable Information

#	Clause	Item	Information	
1.	1.1	Accreditation Application	Date	
2.	1.1	Accreditation Period	Accreditation Period commences	
			Accreditation Period lapses	
3.	1.1	Accreditation Status	Self-Certifying Certified Qualified	
4.	1.1	Accredited Category		
5.	1.1	Commencement Date	Date	
6.	1.1	Contractor	Title	
			ABN/ACN	
			Trading as	
7.	1.1	Contractor's Representative	Name	
8.	31.5	Contractor's Address	Address	
			Telephone	
			Facsimile	
			Email	
9.	26.5	Auditor's fee for intensive audit	Amount	
10.	31.5	SEW's Address	Address	20 Corporate Drive, Heatherton Vic 3202
			Telephone	+613 9552 3306
			Facsimile	+613 9552 3410

#	Clause	Item	Information	
			Email	
11.	1.1	SEW's Representative	Name	
12.	13.3(a)	Liability	Amount	\$20 million

Schedule 2 – Accreditation Conditions

The [Contractor](#) was [Accredited](#) subsequent to submitting the [Accreditation Application](#), which is has declared to be true to the best of its knowledge.

In order for the [Contractor](#) to remain [Accredited](#) it must:

- (a) comply with the [Performance Regime](#);
- (b) comply with [SEW's Requirements](#);
- (c) comply with this [Accreditation Deed](#);
- (d) comply with the requirements of the [Accreditation Application](#); and
- (e) inform [SEW](#) if any information provided in the [Accreditation Application](#) changes.

If necessary [SEW](#) may impose further conditions on the [Contractor](#) for it to maintain its [Accreditation](#), including (for example only) further [Auditing](#) requirements.

Schedule 3 – SEW's Requirements

1. Change Events

If a [Change Event](#) occurs the [Contractor](#) must notify [SEW](#) within 5 business days.

2. Compliance with Codes, Manuals and Specifications

The [Contractor](#) must comply with the following (listed in order of precedence:

- 1) Relevant SEW technical codes;
- 2) Melbourne Retail Water Agency Standards (MRWA) codes, supplements and specifications;
- 3) Water Services Association of Australia (WSAA) codes and specifications;
- 4) Water Industry Technical Standards (WITS);

And other documents:

- (a) AS4801 OH&S Management System or the or the Civil Construction Management Code (CCF), whichever standard the Contractor is certified to;
- (b) ISO 9001 Quality Management Systems or the Civil Construction Management Code (CCF), whichever standard the Contractor is certified to;
- (c) ISO 14001 Environmental Management System or the or the Civil Construction Management Code (CCF), whichever standard the Contractor is certified to;
- (d) Australian Standards; and
- (e) the Model Workplace Relations Management Plan under the *Implementation Guidelines to the Victorian Code of Practice for the Building and Construction Industry* provided by the Department of Treasury and Finance to the extent that the code is applicable to the Works or Services;
- (f) SEW's Land Development Pricing and Policy Manual;
- (g) MRWA (products) WebPortal

3. SEW's Administrative Process

3.1 Documents called for by SEW's Administrative Process

- (a) The [Contractor](#) must complete all the documents which [SEW's Administrative Process](#) calls for the [Contractor](#) to complete and must do so within the time provided for in [SEW's Administrative Process](#).

- (b) The [Contractor](#) warrants that:
- (i) it will take care in completing the documents referred to in paragraph 3.1(a);
 - (ii) the documents which it completes which are referred to in paragraph 3.1(a) 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 the subject of the documents to enable it to complete those documents in accordance with this paragraph 3.1.

3.2 Content of SEW's Administrative Process

- (a) [SEW's Administrative Process](#) may contain or describe:
 - (i) obligations to be discharged by the [Contractor](#);
 - (ii) actions to be undertaken by the [Contractor](#);
 - (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 paragraph 3.2 and the other content of [SEW's Administrative Process](#) will be given effect to between the parties as if they were included in and restated in this [Accreditation Deed](#).

4. Management Systems

4.1 Preparation of Management Systems

- (a) The [Contractor](#) must prepare the [Management Systems](#) to 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 [SEW](#) upon request.
- (c) If the [Contractor](#) amends any of the [Management Systems](#) and that change has a material impact on the manner in which the [Contractor](#) carries out the [Works](#) or performs [Services](#), the [Contractor](#) must forthwith advise SEW of the changes and upon SEW's request provide a copy of the amended system to [SEW](#) and to all relevant parties on the site where the [Works](#) or [Services](#) are being undertaken.

4.2 Compliance with Management Systems

The [Contractor](#) must maintain and consistently implement the [Management Systems](#).

4.3 Requirements for Management Systems

The [Management Systems](#) must:

- (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);
 - (ii) ISO 9001 (Quality Management System); and
 - (iii) ISO 14001(Environmental),
 or alternatively the Civil Construction Management Code (CCF);
- (d) not prescribe a lesser standard or requirement than the corresponding standard or requirement in any of the relevant [SEW's Requirements](#);
- (e) support compliance with and the implementation of the relevant [SEW's Requirements](#);
- (f) to the extent relevant in relation to the particular plan, describe how the [Contractor](#) will manage the undertaking of the [Contractor's](#) obligations under this [Accreditation Deed](#) in accordance with this [Accreditation Deed](#);
- (g) to the extent relevant in relation to the particular plan, describe how the [Contractor](#) will undertake the [Works](#) or [Services](#) (as is relevant to the [Contractor](#)) in accordance with this [Accreditation Deed](#);
- (h) describe how the [Contractor](#) will satisfy all relevant [Legislative Requirements](#);
- (i) describe how the [Contractor](#) will provide evidence that it has complied with its obligations under this [Accreditation Deed](#);
- (j) contain a mechanism which will result in management of the [Contractor](#) being informed, in a timely manner, of any non-compliance with a requirement of this [Accreditation Deed](#);
- (k) contain a mechanism which will result in the recording of any non-compliance with a requirement of this [Accreditation Deed](#), the circumstances giving rise to that non-compliance, the steps taken to address that non-compliance and the steps taken to prevent the non-compliance recurring in the future; and
- (l) be capable of being [Audited](#) to demonstrate the compliance of the [Management Systems](#) with the requirements of this [Accreditation Deed](#) and the performance of the [Works](#) or [Services](#) (as is relevant to the [Contractor](#)) in accordance with this [Accreditation Deed](#).

4.4 Inadequate Management Systems

If [SEW](#) forms the view that any of the [Management Systems](#) do not comply with this clause 4, and the [Contractor](#) is advised of this view and the reasons for this view, then the [Contractor](#) may amend the relevant plans so that the [Management Systems](#) do comply with this clause 4. If the [Contractor](#) does not amend the relevant [Management System](#) so that the it does comply with this 4 then there may be a consequence under the [Performance Regime](#).

4.5 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 or [Services](#) (as is relevant to the [Contractor](#)).
- (b) The [Contractor](#) must provide [SEW](#) with copies of any data, documents and records relevant to the [Management Systems](#) if requested to do so by [SEW](#).

4.6 Audit of Management Systems

The [Contractor](#) must allow [SEW](#), or a nominee of [SEW](#), to conduct an [Audit](#) of any of the [Management Systems](#) if requested to do so by [SEW](#).

4.7 Additional Obligations

The obligations under paragraph 4.5 and paragraph 4.6 are in addition to the obligations under subclause 17.1 of the [Accreditation Deed](#).

5. Quality

5.1 Status of the Quality Management System

The [Quality Management System](#) is a [Management System](#) and clause 4 of this Schedule 3 applies to the [Quality Management System](#).

5.2 Requirements for Quality Management System

- (a) The [Quality Management System](#) must (in addition to complying with the requirements of clause 4 of this Schedule 3 of this [Accreditation Deed](#)):
- (b) not prescribe a lesser standard or requirement than the corresponding standard or requirement otherwise required to be achieved by this [Accreditation Deed](#); and
- (c) be capable of recording the quality of the performance of the [Works](#) or [Services](#) (as is relevant to the [Contractor](#)).

5.3 Deficiencies

- (a) If the [Contractor](#) becomes aware of any deficiency or non-compliance in relevant [Works](#) or [Services](#) then the [Contractor](#) must advise [SEW](#) of that deficiency or non-compliance as soon as practicable.
- (b) If [SEW](#) becomes aware of any deficiency or non-compliance in relevant [Works](#) or [Services](#) then [SEW](#) may:
 - (i) make good the deficiency or non-compliance in, which case the cost of such making good shall be a debt due and payable by the [Contractor](#) to [SEW](#); and
 - (ii) direct the [Contractor](#) to make good the deficiency or non-compliance within the time and in the manner noted in the direction, in which case the [Contractor](#) must comply with that direction.

Schedule 4 – Key Personnel

1. Key Roles

The [Key Roles](#) are:

Construction Supervisor

2. Construction Supervisor

The Construction Supervisor functions include, but are not limited to, the following services:

- (a) to be an ‘Accredited Key Personnel’ Construction Supervisor and is prepared, and appropriately qualified, to undertake each of the obligations of the Construction Supervisor set out in this document;
- (b) properly supervise all construction activities for the Works;
- (c) ensure that the Works are undertaken in a safe manner and that the requirements of all Laws, including OH&S Laws, are met in undertaking the Works;
- (d) comply with the Land Development Policy and Pricing Manual as it affects the construction of the Works;
- (e) ensure that each element of the Works is constructed in accordance with:
 - (i) the Design Documents;
 - (ii) the Construction Requirements;
 - (iii) the requirements of the standard Development Agreement (a copy of which is published on SEW’s website); and
 - (iv) any other project specific requirements stated in the Development Agreement to the extent that those project specific requirements have been notified to the Contractor by the Developer or the Developers Representative;
- (f) ensure that any person engaged by the Contractor (whether directly or indirectly) to perform any aspect of the Works is appropriately trained and qualified to perform those works;
- (g) without limiting the foregoing, ensure that any person engaged by the Contractor (whether directly or indirectly) to:
 - (i) undertake construction activities, has the qualifications specified in the Land Development Policy and Pricing Manual;
 - (ii) undertake works in confined spaces, complies with SEW's "Confined Space Procedures", set out in the Land Development Policy and Pricing Manual; and

-
- (iii) undertake work on any Live Assets complies with:
 - (A) every relevant provision of the Land Development Policy and Pricing Manual concerning Live Assets; and
 - (B) any other written requirement of SEW, given to the Contractor;
 - (h) ensure that all materials for the Works are either materials specified in the Approved Products List or if they are not so specified, have been approved by the SEW;
 - (i) as far as practicable, ensure that any excavation made as part of the Works is wholly contained within an easement granted, or land transferred, or proposed to be granted or transferred, to SEW and ensure that:
 - (i) the Contractor promptly backfills such part of the excavation as is not contained within that easement or transferred land; or
 - (ii) the area of any easement or transferred land is increased to include that part of the excavation;
 - (j) ensure that there is in place, prior to the commencement of the Works and at all times during the completion of the Works a:
 - (i) Quality Plan;
 - (ii) Environmental Management Plan; and
 - (iii) OH&S Plan,
 which meet the requirements specified in this Accreditation Deed;
 - (k) comply with the plans prepared in carrying out construction of the Works (but acknowledging that compliance by the Contractor with the plans submitted does not otherwise discharge any of the Contractor's obligations);

The Construction Supervisor must comply with the following:

Accredited Contractors – Construction Services – Key Personnel Construction Supervisor Qualifications & Competencies for Categories of Works

	Key Personnel – Construction Qualifications	Key Personnel – Construction Competencies	Company Requirements
Sewer Retic < DN 300 (SC1 ¹)	<p>Essential</p> <ul style="list-style-type: none"> • OHS Industry Induction (Red / White Card). • Confined Space Entry training. (current) • Pipe laying accreditation (RIICRC208A or equivalent). • Trench shoring (RIICCM210A or equivalent). • Mobile Plant Operator Training (RIIMPO320B or NOHSC 7019 LE). <p>Desirable</p> <ul style="list-style-type: none"> • Worksite Traffic Management 	<ul style="list-style-type: none"> • Substantial participation in three (3) previous relevant works. 	<ul style="list-style-type: none"> • Management System 3rd Party Certified to ISO 9001, ISO 14001, AS 4801 or Civil Construction Management Code (CCF). • Public Liability insurance for a minimum of AU\$20M. • Current WorkCover insurance. • Holder of Relevant MRWA edition of Sewerage Code WSA 02. • Holder of relevant South East Water specifications. • Project Management Plan • Inspection & Test Plan
Sewer Branch ≥ DN 300 (SC2 ¹)	<ul style="list-style-type: none"> • OH&S Safety Rep. Course • Laser Safety • Spotters Electrical Safety 	<ul style="list-style-type: none"> • Substantial participation in three (3) previous relevant works; and • Substantial participation in three (3) previous SC1 works. 	As for SC1
Pressure Sewers (SC3 ¹)		<ul style="list-style-type: none"> • Substantial participation in three (3) previous relevant works. 	As for SC1 and <ul style="list-style-type: none"> • Holder of Pressure Sewer Code WSA 07.

Accredited Contractors – Construction Services – Key Personnel Construction Supervisor Qualifications & Competencies for Categories of Works			
	Key Personnel – Construction Qualifications	Key Personnel – Construction Competencies	Company Requirements
Sewerage Pumping Station & Rising Mains (SC4) ¹	<p>Essential</p> <ul style="list-style-type: none"> • OHS Industry Induction (Red / White Card). • Confined Space Entry training. (current) • Pipe laying accreditation (RIICRC208A or equivalent). • Trench shoring (RIICCM210A or equivalent). • Mobile Plant Operator Training (RIIMPO320B or NOHSC 7019 LE). <p>Desirable</p> <ul style="list-style-type: none"> • Worksite Traffic Management • OH&S Safety Rep. Course • Laser Safety • Spotters Electrical Safety 	<ul style="list-style-type: none"> • Substantial participation in three (3) previous relevant works; and • Substantial participation in three (3) previous SC1 works. 	<ul style="list-style-type: none"> • Management System 3rd Party Certified to ISO 9001, ISO 14001, AS 4801 or Civil Construction Management Code (CCF). • Public Liability insurance for a minimum of AU\$20M. • Current WorkCover insurance. • Holder of Relevant MRWA edition of Sewerage Code WSA 02. • Holder of relevant South East Water specifications. • Project Management Plan • Inspection & Test Plan • Holder of Sewerage Pumping Station Code WSA 04.
Specialist Works (SC5) ¹		<ul style="list-style-type: none"> • Substantial participation in three (3) previous relevant works. • Substantial participation in three (3) previous SC1 works. • Industry experience auditing Sewer Assets installed in difficult ground conditions (e.g. deep compressible clays i.e. Coode Island Silt) or other critical areas as defined in the Water Company's letter of intent (e.g. Central Business District or Similar Areas). 	As for SC1

Notes:

1. The Specific Categories of Work for Sewer Construction are as follows:

- SC1 Reticulation Sewers < DN 300 or =< 5m in depth: This Category of work covers supply and install, testing and commissioning of reticulation sewers < DN300 or reticulation sewers =< 5m in depth, including maintenance structures.
- SC2 Branch/Main Sewer >= DN 300 or Sewer Retic > 5m in depth: This Category of work covers supply and install, testing and commissioning of sewer branch or sewer mains >= DN 300 or Sewer Reticulation > 5m in depth, including maintenance structures. Applicants must demonstrate they meet the assessment criteria and other prerequisites for Category SC1 to be eligible for accreditation in this Category.
- SC3 Category of work covers installation, testing and commissioning of pressure pipelines up to DN 300 and service connection pipe work associated with pressure sewerage systems. Applicants must demonstrate they meet the assessment criteria and other prerequisites for Category SC1 to be eligible for accreditation in this Category.
- SC4 Sewerage Pumping Station, civil works, mechanical and electrical equipment, including supply and installation of pumps, electrical supply and control, switchboard and cabinet construction, but excluding the installation of the pressure main which is covered in Category SC3. It also covers On-property collection/grinder pump units mechanical and electrical equipment, including supply and installation of pumps, electrical supply and control, switchboard and cabinet construction, but excluding the installation of the pressure main which is covered in Category SC3 associated with pressure sewerage systems. Applicants must demonstrate they meet the assessment criteria and other prerequisites for Category SC1 to be eligible for accreditation in this Category.
- SC5 Specialist Works: This Category covers special sewer construction practices, including testing and commissioning of Categories S1 to S4 works in areas exhibiting difficult ground conditions (e.g. deep compressible clays i.e. Coode Island Silt), Critical areas as defined in the Water Company's letter of intent (e.g. Central Business District or similar areas) and Shaft and Tunnel Excavations. Applicants must demonstrate they meet the assessment criteria and other prerequisites for Category SC1 to be eligible for accreditation in this Category.

Accredited Contractors – Construction Services – Key Personnel Construction Supervisor Qualifications & Competencies for Categories of Works			
	Key Personnel – Construction Qualifications	Key Personnel – Construction Competencies	Company Requirements
Water Reticulation < DN 225 (WC1 ¹)	<p>Essential</p> <ul style="list-style-type: none"> OHS Industry Induction (Red / White Card). Confined Space Entry training. (current) Pipe laying accreditation (RIICRC208A or equivalent). Trench shoring (RIICCM210A or equivalent). Mobile Plant Operator Training (RIIMPO320B or NOHSC 7019 LE). <p>Desirable</p> <ul style="list-style-type: none"> Worksite Traffic Management OH&S Safety Rep. Course 	<ul style="list-style-type: none"> Substantial participation in three (3) previous relevant works. 	<ul style="list-style-type: none"> Management System 3rd Party Certified to ISO 9001, ISO 14001, AS 4801 or Civil Construction Management Code (CCF). Public Liability insurance for a minimum of AU\$20M. Current WorkCover insurance. Holder of Relevant MRWA edition of Water Supply Code WSA 03. Holder of relevant South East Water specifications. Project Management Plan Inspection & Test Plan
Water Distribution ≥DN 225 (WC2 ¹)	<ul style="list-style-type: none"> Laser Safety Spotters Electrical Safety 	<ul style="list-style-type: none"> Substantial participation in three (3) previous relevant works and Substantial participation in three (3) previous WC1 works. 	As for WC1.
Water Supply Pumping Station (WC3 ¹)		<ul style="list-style-type: none"> Substantial participation in three (3) previous relevant works and Substantial participation in three (3) previous WC1 works. 	As for WC1.

Accredited Contractors – Construction Services – Key Personnel Construction Supervisor Qualifications & Competencies for Categories of Works

	Key Personnel – Construction Qualifications	Key Personnel – Construction Competencies	Company Requirements
Specialist Works (WC4¹)	As for WC1	<ul style="list-style-type: none"> Substantial participation in three (3) previous relevant works and Industry experience auditing Water Assets installed in difficult ground conditions (e.g. deep compressible clays i.e. Coode Island Silt) or other critical areas as defined in South East Water's letter of intent (e.g. Central Business District or Similar Areas). 	As for WC1.
Steel Pipelines (WC 6¹)	<p>As for W1 and</p> <ul style="list-style-type: none"> Sintakote Pipe laying Accreditation Authorised Welding Co-ordinator, shall hold as a minimum: (a) International Institute of Welding (IIW) International Welding Engineer (IWE), IIW, International Welding Technologist (IWT) or IIW International Welding Specialist (IWS) The Qualified Welding Inspector (a) IIW IWE, IWT, IWS, IIW International Welding Inspector Standard Level (IWI S); or (b) current WTIA Welding Inspector Certification 	<p>As for W1 and</p> <ul style="list-style-type: none"> Welding Contractor working towards AS/NZS ISO 3834 Quality Requirements for Welding 	<p>As for WC1 and</p> <ul style="list-style-type: none"> Welding Contractor working towards AS/NZS ISO 3834 Quality Requirements for Welding.

Notes:

1. The Specific Categories of Work for Sewer Construction are as follows:

- WC1 Water Reticulation < DN 225: This Category of work covers supply and install, testing and commissioning of reticulation water mains < DN 225 associated components and structures.
- WC 2 Water Distribution \geq DN 225: This Category of work covers supply and install, testing and commissioning of distribution water mains \geq DN 225, associated components and structures. Applicants must demonstrate they meet the assessment criteria and other prerequisites for Category WC1 to be eligible for accreditation in this Category.
- WC3 Water Pump Stations: This Category of work covers supply and install, testing and commissioning of Water Supply Pumping Stations components and structures, including associated pipe work. Applicants must demonstrate they meet the assessment criteria and other prerequisites for Categories WC1 & WC2 to be eligible for accreditation in this Category.
- WC4 Specialist Works: This Category covers special water asset construction practices, including testing and commissioning of Categories WC1 to WC3 including WC6 works in areas exhibiting difficult ground conditions (e.g. deep compressible clays i.e. Coode Island Silt) or critical areas as defined in the Water Company's letter of intent (e.g. Central Business District or similar areas). Applicants must demonstrate they meet the assessment criteria and other prerequisites for Category WC1 to be eligible for accreditation in this Category.
- WC6 Steel Pipelines: This Category of work covers handing, installation, jointing and testing and commissioning Steel Pipelines (i.e. Steel Pipelines with a fusion bonded medium density coatings and lining).

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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; and
- (b) any other insurances required by law.

Schedule 6 – Performance Regime

1. Key Performance Indicators

SEW will make assessments under the Performance Regime based upon:

- (a) non-conformances with per kilometre audited;
- (b) non-conformances with per project;
- (c) non-conformances with per audit;
- (d) any other matter with SEW considers relevant to assessing the performance of the Contractor; and
- (e) Outstanding Projects on Maintenance.

2. Abbreviations

EDLP means End of Defects Liability Period i.e. maintenance period;

NC means Non Conformance;

PDCA means Plan Do Check Act cycle; and

QA means Quality Assurance.

3. Accreditation List Management – 3 Tiers

The three accreditation tiers and their applicable criteria are as follows

- (a) Self-Certified: (Top performing contractors)
 - (i) Least number of NCs/km Audited, NCs/project, NCs/Audit (based on the last 2 years)
 - (ii) Evidence of Self-reporting of Non Conformances Rectification: Root Cause, Corrective Action and Preventative Action and notifying South East Water of outcomes.
 - (iii) Evidence of the Contractor regularly self-applying the Performance Regime and advising SEW of any material outcomes.
 - (iv) Considerable evidence of continuous improvement (PDCA) as per ISO 9001 or Civil Construction Management Code (CCF) (South East Water to obtain copy of audit)
 - (v) Considerable Evidence of Non Conformances Rectification: Root Cause, Corrective Action and Preventative Action

- (vi) Satisfactory Office Audit Report. i.e. audit pass, effective use of QA system, no major deficiencies of QA system
- (vii) Excellent Response times for Non Conformance (NC) (closing out NCs, better than specified time frames)
- (viii) Excellent Response quality (NC) (NCs closed out undertaking Root Cause, Corrective Action and Preventative Action)
- (ix) Excellent Safety record (no work safe incidents stopping operations or breaches of the OH&S Act)
- (x) Certified for ISO 9001 (Quality), ISO 14001(Environmental), AS 4801(OH&S)
- (xi) (Note that accreditation to the Civil Construction Management Code (CCF) will not, of itself, prevent a Contractor from achieving Self-Certifying status but may be relevant to any assessment).
- (xii) Proactive Staff Training that exceeds accreditation entry requirements
- (xiii) Good CCTV reports (future KPI NC/km based on the last 2 years)
- (xiv) No outstanding EDLP projects
- (xv) Positive trending in NCs/km Audited, NCs/project, NCs/Audit, number of Issues
- (b) [Certified](#) (Majority of [Contractors](#)):
 - (i) Average number of NCs/km Audited, NCs/project, NCs/Audit (based on the last 2 years)
 - (ii) Commitment to reduce any outstanding EDLP projects (i.e. 12 month plan to eliminate outstanding EDLP projects)
 - (iii) Evidence or commitment to continuous improvement (PDCA) as per ISO 9001:2008 (SEW to obtain copy of ISO 9001 audit)
 - (iv) Evidence of Non Conformances Rectification: Root Cause, Corrective Action and Preventative Action
 - (v) Satisfactory Office Audits Report i.e. audit pass, effective use of QA system, no major deficiencies of QA system
 - (vi) Satisfactory Response times for Non Conformance (NC) (closing out NCs within specified time frames)
 - (vii) Satisfactory Response quality for Non Conformance (NC) as per NC notice
 - (viii) Satisfactory Safety record, (no work safe incidents stopping operations or breaches of the OH&S Act)
 - (ix) Certification for ISO 9001 (Quality), ISO 14001(Environmental), ISO 8401(Safety) or Civil Construction Management Code (CCF) –.

- (x) Satisfactory Staff Training. Satisfies application entry requirements.
- (xi) Satisfactory CCTV reports (future NC/km).
- (c) [Qualified](#) (New [Contractors](#)):
 - (i) NCs/km Audited, NCs/project, NCs/Audit not yet measured (collecting data to be based on the last 2 years) Minimum 3 projects totally 1000m per service. (an average stage 30 lots @ 15m frontage + 10% for roads etc. = 495m. This equates to 2 stages)
 - (ii) Commitment to continuous improvement (PDCA) as per ISO 9001:2008 (SEW to obtain copy of ISO 9001 audit)
 - (iii) Procedures in place for Non Conformances Rectification: Root Cause, Corrective Action and Preventative Action
 - (iv) Satisfactory Office Audits Report i.e. passed
 - (v) Procedures in place for satisfactory Response times (NC)
 - (vi) Procedures in place for satisfactory of Response quality (NC)
 - (vii) Procedures in place for satisfactory Safety measures
 - (viii) Certified for ISO 9001 (Quality), ISO 14001(Environmental), ISO 8401(Safety) or Civil Construction Management Code (CCF).
 - (ix) Staff Training as per application
 - (x) Procedures in place for satisfactory CCTV reports (future NC/km)
 - (xi) Public Liability insurance, Professional Indemnity insurance as per the application
 - (xii) Accredited Key personnel as per the application
 - (xiii) Adequate training of personnel as defined by the application

4. Tier Movement Options

The [Contractor](#) may be:

- (a) Downgraded from [Self-Certified](#);
- (b) Upgraded from [Qualified](#) or [Certified](#);
- (c) Suspended;
- (d) Deregistered,
- (e) Issued a [Show Cause Notice](#);
- (f) Required to submit for Reapplication (time period – 12 months);
- (g) reduce work categories.

A [Contractor](#) cannot be downgraded to [Qualified](#).

5. Upgrading of Accreditation

- (a) A [Contractor's Accreditation](#) will be upgraded from [Certified](#) to [Self-Certified](#) if it demonstrates 12 months evidence of satisfactory [Self-Certified](#) criteria; and
- (b) [A Contractor's Accreditation will be upgraded from Qualified to Certified if it demonstrates 12 months evidence of satisfactory Certified criteria.](#)

6. Downgraded Tier

One or more of the following items or pieces of conduct on behalf of the [Contractor](#) may result in the [Contractor's Accreditation](#) being downgraded:

- (a) Unsatisfactory Office Audit Report - audit failure, ineffective use of QA system, major deficiencies of QA system; or
- (b) Poor performance based on NC/km Audited, NC/project, NC/audit (bottom 10% in comparison to the median); or
- (c) Unsatisfactory response times (not closing out NCs within specified time frames); or
- (d) Unsatisfactory Response quality (not addressing Root Cause, Corrective Action and Preventative Action); or
- (e) Significant outstanding EDLP projects of outstanding projects from the past 2 years (bottom 10% in comparison to the median); or
- (f) No evidence of commitment to continuous improvement i.e. Plan Do Check Act cycle, (PDCA) as per ISO 900 or Civil Construction Management Code (CCF); or
- (g) High number of Faults/Defects after Certificate of Completion (guide only); or
- (h) Breach of Environmental / safety requirements.

7. Termination of Accreditation

One or more of the following items or pieces of conduct on behalf of the [Contractor](#) may result in the [Contractor's Accreditation](#) being terminated.

- (a) Loss of [Key Personnel](#) (and not replaced); or
- (b) Unsatisfactory Office Audit Report - audit failure, ineffective use of QA system, major deficiencies of QA system; or
- (c) Loss of accreditation requirements (i.e. may have to reapply); or
- (d) Serious [OHS Law](#) issue (work safe incident stopping operations); or
- (e) Fraudulent conduct (e.g. falsifying documents); or

- (f) Unethical dealings; or
- (g) Non-compliance to SEW's live sewer entry requirements; or
- (h) An [Insolvency Event](#).

8. Show Cause Notice

One or more of the following items or pieces of conduct on behalf of the [Contractor](#) may result in a [Show Cause Notice](#) being issued:

- (a) Poor performance based on NC/km Audited, NC/project, NC/audit (bottom 10% in comparison to the median); or
- (b) Unsatisfactory Response times (not closing out NCs within specified time frames); or
- (c) Unsatisfactory Response quality (not addressing Root Cause, Corrective Action and Preventative Action); or
- (d) Unsatisfactory outstanding EDLP projects of outstanding projects from the past 2 years (more than 10% of projects outstanding); or
- (e) No evidence of commitment to continuous improvement i.e. Plan Do Check Act cycle, (PDCA) as per ISO 9001 or Civil Construction Management Code (CCF); or
- (f) Loss of [Key Personnel](#) (and not replaced); or
- (g) Unsatisfactory Office Audit Report - audit failure, ineffective use of QA system, major deficiencies of QA system; or
- (h) Loss of entrance requirements for tiers - refer to Invitation to Apply (ITA) entry requirements; or
- (i) Fraudulent conduct (e.g. falsifying documents); or
- (j) Unethical dealings; or
- (k) Serious [OHS Law](#) issue (work safe incident stopping operations or breaches of the OH&S Act); or
- (l) Non-compliance to SEW's live sewer entry requirements (non-negotiable); or
- (m) An [Insolvency Event](#).

A [Show Cause Notice](#) will be issued prior to Downgrading of Tier, Suspension or Termination actions.

9. Reapplication (after Termination) Entry to Qualified Tier

In order to re-apply for [Accreditation](#), a [Contractor](#) must demonstrate that:

-
- (a) The non-conforming issues 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 [SEW](#) has passed since the time of Termination; and
 - (d) There has been a Satisfactory Office Audit Report – audit pass, effective use of QA system, no major deficiencies of QA system.

10. Performance Reports

Performance Reports are issued quarterly by [SEW](#) to [Contractors](#) and include the following information:

- (a) NCs/km Audited, NCs/project, NCs/Audit, Comparison against industry median (e.g. NAPLAN style reports); and
- (b) EDLP (maintenance) Percentage of outstanding projects.

11. Renewal Requirements

The renewal requirements for [Accreditation](#) are:

- (a) Demonstration by the [Contractor](#) of current activity with [SEW](#) (a minimum of one project per year); and
- (b) A declaration of [Accreditation](#) application requirements maintained.