Consultant Accreditation Deed

Deed providing for accreditation to provide services

South East Water (SEW) and [insert name] (Consultant)
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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 | Consultant
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 Consultant has applied for Accreditation. This Accreditation Deed sets out the terms and conditions of Accreditation.
EXECUTED as a Deed

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

<table>
<thead>
<tr>
<th>Signature of Attorney</th>
<th>Signature of Witness</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Attorney (print)</td>
<td>Name of Witness (print)</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Signature of director</th>
<th>Signature of director/company secretary (Please delete as applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of director (print)</td>
<td>Name of director/company secretary (print)</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Signature of Attorney</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Witness (print)</td>
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</tbody>
</table>

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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

[executed by - insert name]

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

[executed by - insert name]

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 Services on Water Infrastructure;

**Accreditation Application** means the application submitted by the Consultant 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;

**Accredited Contractor** means a contractor who is Accredited by SEW to carry out Works;

**Application Process** means the lodging of the Accreditation Application, all dealings between SEW and the Consultant 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.

Audit Schedule means a schedule compiled by the Consultant that details the frequency and items to be Audited by the Key Personnel undertaking Construction Auditing which is an appropriate risk based audit schedule designed to demonstrate confidence that the quality of the Works complies SEW’s Requirements.

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

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 Consultant's ability to achieve a design requirement under the Services; or
(b) impacts the Consultant's ability to achieve a project requirement under the Services; or
(c) impacts the cost of the Services; or
(d) results in a Change in Control of the Consultant.

Change in Control means a change in the Control of the Consultant;

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;

Construction Auditing means Auditing of the Works and includes construction inspection and witnessing.

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

Consultant Confidential Information means:

(a) all information held by the Consultant or the property of the Consultant which is, under general principles of law, confidential whether in documentary, visual, oral, machine-readable or other form;
(b) but does not include information in the public domain (except as a result of a failure to comply with an obligation to maintain confidentiality);

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

Continuing Provisions means the following provisions:

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

(b) any provisions relating to:

   (i) the giving of a warranty by the Consultant;

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

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

   (iv) the use of SEW Confidential Information or Consultant Confidential Information;

   (v) Intellectual Property Rights;

   (vi) any requirement for the Consultant to keep records; or

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

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

Developer means a person or organisation which enters into an agreement with SEW in relation to 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 under those Acts or the Regulations;

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

**Insolvency Event** means any of the following events:

(a) for a corporation:

(i) an order is made by a court:

(A) that the corporation be wound up; or

(B) appointing a liquidator or provisional liquidator in respect of the corporation, or one of them is appointed, whether or not under an order;

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

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

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

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

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

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

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

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

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

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

(b) means for a natural person:

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

(ii) dying or losing capacity to manage 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 Consultant with the requirements of this Deed without reliance upon the Quality Management System or records of the Consultant 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 Consultant 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 Consultant pursuant to Schedule 3 of this Accreditation Deed and which complies with the requirements of this Accreditation Deed;

Non Compliance Report means a report issued in accordance with subclause 15.3;

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 Consultant 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 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 Consultant'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 Consultant) 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 Consultant’s Accreditation automatically continuing through the process set out in subclause 6.8;

Re-Accredited means a Consultant 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;

Services means

(a) the design, surveying, Construction Auditing and documentation (including asset ‘as constructed’ survey information) of any Works;

(b) the provision of advice in relation to the design, surveying, Construction Auditing and documentation of any Works; and

(c) includes geotechnical investigation, survey investigation, stakeholder engagement as required.

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;

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 Consultant or the Consultant’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 **Consultant** 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 consultant* this is a reference to a consultant who is qualified, skilled and experienced in services similar to the [Services](#) and who has brought that skill and experience to bear in relation to the carrying out of the [Services](#) or the performance of the relevant obligation;

(p) 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 **Consultant**;

(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 **Consultant** 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 **Consultant** having ‘no claim’ against **SEW** then:

(a) the **Consultant** must not bring any Claim against **SEW** in relation to or in connection with the circumstances giving rise to the Claim;

(b) the **Consultant** releases **SEW** from any Claim which the **Consultant** 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 **Consultant** 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 **Consultant**:

(a) recognise that all parties (**SEW**, the **Developer**, the **Consultant** and the **Accredited Contractor**) play a role in ensuring that **SEW**’s Requirements are met;

(b) will ensure that appropriate people from **SEW** and the **Consultant** (including **Key Personnel** as applicable) remain involved with the **Services**;

(c) will respond in a reasonable time to any request from the other party or from the **Developer** or **Accredited Contractor** relating to the **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 **Consultant**; and

(f) will endeavour to provide excellent service to **SEW**’s customers.
3. **SEW Obligations**

SEW will:

(a) provide existing asset survey data to the Consultant 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. **Consultant Obligations**

The Consultant will:

(a) perform the Services;
(b) take responsibility for and manage the risks of performing the 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 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 Consultant 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 Consultant and SEW other than the contractual relationship established by this Accreditation Deed.

6. **Accreditation**

6.1 **Accreditation**

A Consultant may become Accredited under SEW’s Accreditation Scheme.

6.2 **Process for Accreditation**

A Consultant may become Accredited by:

(a) applying to SEW to be Accredited, such application being made through the lodging of an Accreditation Application by the Consultant with SEW;
6.3 Duration of Accreditation

If a Consultant's Accreditation Status is Qualified then the Consultant'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 Consultant's Accreditation Status is Certified or Self Certified then the Consultant'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 Consultant may be Re-Accredited under subclause 6.8.

A Consultant 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 Consultant or be unreasonably burdensome on the Consultant.

(b) SEW will provide the Consultant 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 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 Consultant; or
   (iv) with a view to ensuring that SEW is in a position to conveniently, effectively, consistently and reliably be satisfied that a Consultant is complying with the requirements of this Accreditation Deed.
6.5 Accreditation Application

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

(b) The Consultant 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 Consultant’s Accreditation.

(d) Following the cancellation of the Consultant’s Accreditation pursuant to paragraph 6.5(c), subclause 27.4 shall apply.

6.6 Accreditation Status

The Consultant 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 Consultant's Request for Change to Accreditation Status

(a) The Consultant 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 by 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 Consultant 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 Consultant 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 Consultant is not in breach of this Accreditation Deed;

(iv) at the time of Re-Accreditation the Consultant’s Accreditation Status is Certified or Self Certified;

(v) if the Consultant has been subject to a SEW Systems Verification Audit, the Consultant has passed that SEW Systems Verification Audit and committed to any corrective or preventative actions; and

(vi) the Consultant has submitted a statutory declaration stating its compliance with the above requirements.
6.9 Change in Circumstances

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

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

   (A) undertake any Services; or
   
   (B) comply with this Accreditation Deed;

(ii) circumstance or change in circumstance which materially impacts a characteristic of the Consultant which was relied upon by SEW in providing the Consultant’s Accreditation,

then the Consultant 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 Consultant to:

   (A) undertake any Services; or
   
   (B) comply with this Accreditation Deed;

(ii) circumstance or change in circumstance which materially impacts a characteristic of the Consultant which was relied upon by SEW in providing the Consultant’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 Consultant releases SEW from any claim which the Consultant 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 Consultant’s Accreditation under this Accreditation Deed.

7. Consequence of Accreditation

7.1 No assurance of work

(a) SEW makes no representation to the Consultant that the Consultant will be offered the opportunity to undertake any Services by reason of it being Accredited.
(b) The Consultant has no claim against SEW by reason of the Consultant not having the opportunity to undertake any Services.

7.2 Others may be accredited

(a) SEW may accredit other Consultants and may accredit as many Consultants as it chooses.

(b) The Consultant has no claim against SEW by reason of SEW accrediting other Consultants.

8. Representatives

8.1 Consultant’s Representative

(a) The Consultant must nominate a person to represent the Consultant in its dealings with SEW.

(b) The Consultant may, subject to approval of the nominee by SEW, by notice in writing to SEW, nominate a replacement Consultant’s Representative.

(c) SEW may not unreasonably withhold its approval of a replacement Consultant’s Representative.

(d) Matters within the knowledge of Consultant’s Representative shall be deemed to be within the knowledge of the Consultant.

(e) Any notice or other document given to or addressed to the Consultant’s Representative shall be deemed to be given to the Consultant.

8.2 SEW’s Representative

(a) SEW must nominate one or more persons:

(i) to represent SEW in its dealings with the Consultant; 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 Consultant, 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 Consultant 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. Consultant's Obligations

9.1 General Obligations

A Consultant 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 Accredited Status held by the Consultant;
(e) only undertake Services in the Accredited Category;
(f) only undertake Services as is permitted having regard to the Accredited Status;
(g) conduct Audits of those Works or Services so that the Consultant can be satisfied that the Works or Services are in accordance with their Audit Schedule and the requirements of this Accreditation Deed;
(h) keep records of any Audits required to be carried out pursuant to paragraph 9.1(g) for a period of 7 years; and
(i) administer this deed and the undertaking of the Services; and
(j) notify SEW as soon as the Consultant becomes aware of a Reportable Circumstance.

9.2 Consultant's Resources

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

9.4 Undertaking the Services

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

(a) in accordance with this Accreditation Deed;
(b) with the due skill, diligence, prudence, planning and care that would reasonably be expected from an experienced and competent consultant;
(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 Consultant 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 Consultant must within 7 days of that Change in Control demonstrate that the Change in Control will not adversely impact the Consultant’s ability to perform the Services.

10.3 Consent not to be unreasonably withheld
Provided that the Consultant has complied with clauses 10.1 and 10.2 then SEW may not unreasonably withhold its consent.

10.4 Absence of consent
(a) If there is a Change in Control and the Consultant did not comply with clauses 10.1 and 10.2 then:
   (i) the Consultant’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 Consultant 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 Consultant’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 Consultant’s Accreditation is suspended by reason of subclause 10.4 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 Consultant’s Accreditation by reason of subclause 6.3(b); and
   (d) the cancellation of the Consultant’s Accreditation in accordance with this Deed.
10.6 Consequences of suspension

If the Consultant’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 Services, a breach of this Accreditation Deed or any other action of the Consultant or the Consultant’s Personnel, the Consultant 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. Consultant’s Warranties

12.1 The warranties

The Consultant warrants, represents and agrees that:

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

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

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

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

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

(f) it has, 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 Consultant 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 Consultant 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(a), the Consultant’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 Consultant’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 Consultant; 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 Consultant pursuant to subclause 13.1 and, upon that assessment being provided to the Consultant, it shall be a debt due and payable by the Consultant to SEW.

(b) The debt arising pursuant to paragraph 13.5(a):

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

(ii) is provisional only; and

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

(c) If the Consultant disagrees with 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 Consultant 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 Consultant 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 Consultant 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 Personnel who have or are being appointed.
(c) If SEW notifies the Consultant that it refuses to approve the Key Personnel as provided for in paragraph 14.2(b)(iii) then the Consultant must nominate an alternative personnel.

14.3 Qualification of Consultant’s Personnel

(a) The Consultant’s Personnel must:

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

(ii) hold all necessary registrations, authorisations, permits or consents necessary and appropriate to the undertaking of the relevant Services.

(b) The Consultant must:

(i) only deploy or permit the deployment of Consultant’s Personnel who satisfy the requirements of paragraph 14.3(a) in undertaking the relevant Services; and

(ii) ensure that any of the Consultant’s Personnel who undertake the relevant Services satisfy the requirements of paragraph 14.3(a).

14.4 Responsibility for Personnel

(a) The Consultant is responsible for the Consultant’s Personnel and for the actions of the Consultant’s Personnel.

(b) The Consultant must ensure that all the Consultant’s Personnel are aware of, and comply with, the relevant obligations arising under this Accreditation Deed, the relevant requirements of this Accreditation Deed and SEW’s Requirements.

14.5 Removal of Personnel

The Consultant must, on the written request of SEW, promptly replace, or procure the replacement of, any of the Consultant’s Personnel engaged in connection with the relevant 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 Consultant 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 Consultant will be given written notice of the amendment and a reasonable period to meet these conditions.
15.3 Non-Compliance Reports

(a) If SEW becomes aware of any deficiency or non-compliance in relevant Works or Services then SEW may issue a Non Compliance Report, without incurring any additional costs to SEW.

(b) The Consultant must, in relation to all Works or Services undertaken following the issue of an Non Compliance Report comply with the Non Compliance Report.

(c) The requirements of a Non Compliance 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 Consultant must, in undertaking the Services comply with the OHS Law and the Environment Laws.

(b) The Consultant 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 Consultant acknowledges and agrees:

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

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

(b) The Consultant must allow 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 4.4 of Schedule 3 and paragraph 4.5 of Schedule 3.
17.2 Reporting of Serious Incidents

The Consultant 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 Consultant must:

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

(A) fully understanding the cause of the Serious Incident; and
(B) taking steps to prevent the circumstances which gave rise to the Serious Incident from occurring in the future;

(ii) complete the investigation in accordance with this subclause 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 Consultant must be completed as soon as possible and no later than 3 Business Days after the WorkSafe Investigation has concluded.

(b) The Consultant must:

(i) advise 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 Consultant 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 Consultant must maintain:

(a) the insurances specified in Schedule 5;

(b) all insurances required by a Legislative Requirement; and
(c) all other insurances which a reasonable prudent consultant in the position of the Consultant would maintain.

18.2 Subcontractors
The Consultant 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 Consultant 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 Consultant must not, and must ensure that those who it can influence do not do any act or permit or suffer any circumstances by which a policy of insurance required to be taken out under this clause 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 Consultant.

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

18.7 Indemnity
The Consultant 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 Consultant to comply with the obligations under this clause 18.

18.8 Claims
(a) The Consultant must:
(b) notify SEW in writing of any claims against the insurances effected by the Consultant relating to the Services within 5 Business Days after it becomes aware of the claims; and
(c) provide such further information to SEW in relation to the claim as SEW may require.

19. Works Information

19.1 Provision of the Works Information
The Consultant 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 **Consultant** 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 **Consultant**:

(a) acknowledges that it may come into possession of **SEW Information**; and

(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 **Consultant** has no claim against **SEW** in relation to or in connection with any **SEW Information**.

20.4 **Use of SEW Information**

(a) The **Consultant** must not:

(i) use any **SEW Information** for any purpose other than the undertaking of the **Services**; 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 **Consultant** passes any **SEW Information** to any third party as permitted by paragraph 20.4(a)(ii) the **Consultant** 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 **Consultant's obligations**

The **Consultant**:

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

(b) grants to **SEW** an irrevocable, perpetual, royalty free, unconditional licence to use the **Works** or **Services** (as is relevant to the **Consultant**) 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 Consultant acknowledges that the provision to it of any of SEW’s Information does not give to the Consultant 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 Consultant a royalty free licence to use SEW’s Information for the purpose of undertaking the Services.

22. Confidentiality

22.1 Use of SEW Confidential Information

The Consultant:

(a) must only use SEW Confidential Information solely for the purpose of undertaking of the 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 Consultant'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 SEW Confidential Information only use SEW Confidential Information solely for the purpose of undertaking of the Services.

22.2 Use of Consultant Confidential Information

(a) SEW:
   (i) must not disclose Consultant Confidential Information other than as permitted in this Accreditation Deed; and
   (ii) must ensure that the SEW's Representative keeps confidential all Consultant Confidential Information, other than in circumstances where disclosure is permitted by this Accreditation Deed.

(b) SEW is permitted to share Consultant Confidential Information with Yarra Valley Water and City West Water and Victorian Government bodies.
22.3 **Breach of Confidence**

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

(b) The Consultant 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 Confidential Information.

(c) The Consultant 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 Consultant acknowledges that its performance in relation to the Services and compliance with this Accreditation Deed will be monitored and assessed in accordance with the Performance Regime.

23.2 **Consequences of regime**

The Consultant acknowledges that the application of the Performance Regime may result in:

(a) the Consultant's Accreditation Status being altered;

(b) a Show Cause Notice being issued;

(c) the Consultant being the subject of Intensive Auditing;

(d) the Consultant's Accreditation being suspended;

(e) the Consultant'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 Consultant if:

(i) the Consultant is in breach of this Accreditation Deed;
(ii) any warranty given by the Consultant 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 Consultant does not provide an adequate rectification plan under clause 23.3; 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 Consultant 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 Consultant must provide a response to the notice within the time required.

(b) The Consultant’s response must:

(i) set out the reasons for the breach occurring or circumstance arising;
(ii) identify what steps the Consultant will take in order to ensure that the breach or circumstance ceases;
(iii) identify what steps the Consultant will take in order to prevent the breach or circumstance occurring again in the future;
(iv) describe the steps the Consultant proposes to take in order to rectify and resolve the effects of the breach 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 Consultant as contemplated by subclause 24.2 SEW may, in its absolute discretion, advise the Consultant as to whether SEW:

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

24.4 Inadequate response

(a) If SEW advises the Consultant 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 Consultant 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 Consultant to again respond as required subclause 24.2 the Consultant 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 Consultant that it intends to permit the Consultant's Accreditation to remain (with or without conditions) as contemplated by paragraph 24.3(d) or paragraph 24.3(f) then:

(a) the Consultant must, thereafter, take the steps, and continue to take the steps, set out in the response from the Consultant (being the steps described in 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 Consultant that it intends to permit the Consultant'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 Consultant is only entitled to undertake the Services permitted to be undertaken in respect of that Accreditation Status; and
(b) the Consultant must comply with SEW’s Requirements in relation to that Accreditation Status.

24.7 Conditions

If SEW advises the Consultant that it intends to permit the Consultant’s Accreditation to remain with conditions, as contemplated by paragraph 24.3(f) then:

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

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 Consultant:

(a) to participate in a discussion with SEW in relation to the Consultant’s performance under this Accreditation Deed;
(b) to provide an undertaking as to the future performance of the Consultant; or
(c) to do a combination of the above.

25.2 Undertakings and conditions

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

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

(c) If any undertaking sets out conditions as provided for in paragraph 25.2(b) then:

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

(d) Any undertaking given by the Consultant as provided for in paragraph 25.2(b):

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

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); or
(b) the appointment of an Auditor is provided for in the Performance Regime; or
(c) SEW notifies the Consultant that it intends to carry out a SEW Systems Verification Audit.

26.2 Role of an Auditor
The role of the Auditor is:
(a) to monitor the performance of the Works or Services and compliance with this Accreditation Deed by the Consultant; 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 Auditor cease to exist and will not arise again in the future.

26.3 Cooperation with the Auditor
The Consultant 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 Consultant 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 Consultant’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 Consultant’s Accreditation without giving notice to the Consultant if:

(a) a Show Cause Notice has been served on the Consultant and the Consultant has not responded as required by subclause 24.2; or

(b) a Show Cause Notice has been served on the Consultant and SEW has advised that it intends to terminate the Accreditation Deed as contemplated by paragraph 24.3(a); or

(c) the Consultant fails to take a step or continue to take a step the subject of subclause 24.5; or

(d) the Consultant 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 Consultant's Accreditation under subclause 27.1 it may, in the notice to the Consultant, nominate a future date upon which the termination is to take effect. The Accreditation will be terminated upon that date.

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

(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 Consultant'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 Consultant's Accreditation is cancelled under paragraph 6.5(c) or subclause 27.1 or ceases as noted in subclause 27.3 then the Consultant:

(a) may complete any of the Services it then has underway (unless SEW directs the Consultant to immediately cease undertaking all Services);

(b) must, if so directed by SEW immediately cease undertaking all 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 Services; and

(d) cannot apply for Accreditation until after a 12 month period has elapsed since the cancellation the Consultant’s Accreditation, unless otherwise agreed by SEW.

28. Suspension of Accreditation

28.1 Entitlement to suspend

If SEW is entitled to terminate the Consultant's Accreditation then SEW may, in its absolute discretion, suspend the Consultant’s Accreditation as an alternative to termination of the Consultant’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 Consultant’s Accreditation then SEW may issue a notice to the Consultant suspending the Consultant’s Accreditation from a time and date nominated in the notice.

(b) The Consultant’s Accreditation is suspended from the time and date nominated in the notice delivered pursuant to 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 Consultant'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 Consultant'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 then:
(b) upon satisfaction of the conditions SEW will give notice to the Consultant that the suspension has ceased and the suspension shall cease from the date of the notice;
(c) the Consultant 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 Consultant'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 Services (dispute).

(b) The parties may not commence litigation in relation to any dispute (other than for urgent relief) unless and until it becomes entitled to do so under this clause 29.
(c) The parties must continue to comply with this Accreditation Deed notwithstanding the existence of a dispute.

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

30.2 Entitlement to undertake audit
The Consultant 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 Consultant's Representative;
(d) comply with the requirements of this Accreditation Deed;
(e) be delivered as provided for in this Accreditation Deed; and
(f) state on the face of the notice:
   (i) that it is a notice pursuant to this Accreditation Deed;
   (ii) which clause or clauses of this Accreditation Deed the notice relates to; and
   (iii) what issue or issues the notice relates to.

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

31.4 Mode of Service
A notice may be served by:
(a) hand;
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 Consultant 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 Consultant’s breach
(a) Any breach of this Accreditation Deed by the Consultant shall be taken to be committed afresh each day until the breach ceases.
(b) SEW’s rights in relation to any breach of this Accreditation Deed by the Consultant shall accrue afresh each day until the breach ceases.
(c) No indulgence or delay by 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 Consultant and SEW.

32.16 **Assignment or Novation**

The Consultant 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. Consultants will not have access to the detailed Audit information of parties other than themselves.
## Schedule 1 – Variable Information

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Schedule 2 – Accreditation Conditions

The Consultant was Accredited subsequent to submitting the Accreditation Application, which is declared to be true to the best of its knowledge.

In order for the Consultant 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 Consultant 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 Consultant must notify SEW within 5 business days.

2. Compliance with Codes, Manuals and Specifications

The Consultant must comply with the following in hierarchy order:

1) South East Water 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) ISO 9001 Quality Management Systems;
(b) Australian Standards; and
(c) 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 Services;
(d) SEW’s Land Development Pricing and Policy Manual;
(e) MRWA (products) WebPortal

3. SEW’s Administrative Process

3.1 Documents called for by SEW’s Administrative Process

(a) The Consultant must complete all the documents which SEW’s Administrative Process calls for the Consultant to complete and must do so within the time provided for in SEW’s Administrative Process.

(b) The Consultant 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 Consultant;
(ii) actions to be undertaken by the Consultant;
(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 Consultant must prepare the Management Systems to support the performance of the Consultant’s obligations under this Accreditation Deed.
(b) The Consultant must retain a copy of any such Management System and have it available for inspection by SEW upon request.
(c) If the Consultant amends any of the Management Systems and that change has a material impact on the manner in which the Consultant performs the Services, the Consultant 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 Services are being undertaken.
(d) Compliance with Management Systems
The Consultant must maintain and consistently implement the Management Systems.

4.2 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 standard:
(i) ISO 9001 (Quality Management System);
(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 Consultant will manage the undertaking of the Consultant’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 Consultant will undertake the Services (as is relevant to the Consultant) in accordance with this Accreditation Deed;

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

(i) describe how the Consultant 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 Consultant 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 Consultant) in accordance with this Accreditation Deed.

4.3 Inadequate Management Systems

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

4.4 Documents

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

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

4.5 Audit of Management Systems

The Consultant 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.

4.6 Additional Obligations

The obligations under paragraph 4.4 and paragraph 4.5 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

The Quality Management System must (in addition to complying with the requirements of clause 4 of this Schedule 3 of this Accreditation Deed):

(a) be certified by an accredited JAS-ANZ certifying body to ISO 9001;

(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 Consultant).

5.3 Deficiencies

(a) If the Consultant becomes aware of any deficiency or non-compliance in relevant Works or Services then the Consultant 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 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 Consultant to SEW; and

(ii) direct the Consultant to make good the deficiency or non-compliance within the time and in the manner noted in the direction, in which case the Consultant must comply with that direction.
Schedule 4 – Key Personnel

1. Key Roles

The Key Roles are:

(a) design services; and
(b) construction auditor.

2. Design Services

(a) The design functions are Key Roles.
(b) The design functions include, but are not limited to, the following services:
   (i) hydraulic;
   (ii) drafting;
   (iii) survey (when specified);
   (iv) geotechnical;
   (v) structural;
   (vi) mechanical;
   (vii) electrical; and
   (viii) other specialist functions required to undertake the Services.
(c) Accredited Consultants while undertaking these design services will be required to:
   (i) Prepare detail design, compatible with the any contract relevant to the Works or Services, SEW’s concept plan and design parameters, co-ordinate any other design specialists, organise production of design documentation and advise the Developer on technical matters relating to the Works and visit the site when necessary.
   (ii) justify variations (if any) from SEW’s Requirements and obtain prior written approval from SEW for any variation from SEW’s Requirements.
(d) In addition to the design functions described above the Accredited Consultant shall also certify the as-constructed drawing and documentation satisfy SEW’s Requirements.

3. Audit Services

(a) Audit services are Key Roles.
(b) Audit functions include, but are not limited to, the following services:
   (i) Construction Auditing, to ensure compliance with SEW’s Requirements;
(ii) accurate record keeping by the construction auditor to verify compliance with SEW’s Requirements.

(c) The construction auditor must:

(i) Undertake a sufficient level of Auditing to obtain confidence that the Works or Services are carried out:

(A) in accordance to with the Legislative Requirements and SEW’s Requirements; and

(B) in an environmentally sensitive manner and to the customers’ satisfaction; and

(C) with adequate liaison with contractors and authorities so that all have a clear understanding of the requirements and impact of the Works or Services.

(ii) Witness all Inspection and Testing activities relevant to the Works or Services in accordance with SEW’s Requirements.

(iii) Witness all Acceptance Testing activities performed on the sewerage and water supply assets installed on the worksite.

(iv) Respond to customer enquiries or complaints relating to the Works or Services.

(c) The Consultant must comply with the following:
<table>
<thead>
<tr>
<th>Water Reticulation</th>
<th>Water Distribution ≥ DN225 (W2)</th>
<th>Water Supply Pumping Station (W3)</th>
<th>Water Supply Specialist Works (W4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>• OHS Industry Induction (Red/White Card)</td>
<td>• As for W1 and Substantial participation in three (3) previous relevant works.</td>
<td>• As for W1 and Substantial participation in three (3) previous relevant works.</td>
<td>• As for W1 and Substantial participation in three (3) previous relevant works.</td>
</tr>
<tr>
<td>• Relevant Secondary/Tertiary Qualification (Eligible for full membership of the Institution of Engineers Australia)</td>
<td>• As for W1 and Substantial participation in three (3) previous relevant works.</td>
<td>• As for W1 and Substantial participation in three (3) previous relevant works.</td>
<td>• As for W1 and Substantial participation in three (3) previous relevant works.</td>
</tr>
<tr>
<td>• WSAA Design Assurance Scheme</td>
<td>• As for W1 and Substantial participation in three (3) previous relevant works.</td>
<td>• As for W1 and Substantial participation in three (3) previous relevant works.</td>
<td>• Industry experience in designing Water Assets installed in difficult ground conditions (e.g. deep compressible clays i.e. Coode Island Silt) or other critical areas as defined in the South East Water's letter of intent (e.g. Central Business District or Similar Areas).</td>
</tr>
</tbody>
</table>

**Company Requirements**

- Management System 3rd Party Certified to ISO 9001 Quality.
- OH&S system
- Professional Indemnity insurance for a minimum of AU$10M.
- Public Liability Insurance AU$20M
- Current WorkCover insurance.
- Holder of relevant MRWA Edition of Water Supply Code of Australia WSA 03.
- Holder of relevant South East Water Specifications.
<table>
<thead>
<tr>
<th>Accredited Consultant – Engineering Services – Key Personnel Design (Checker) Qualifications &amp; Competencies for Categories of Works</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Key Personnel – Design (Checker) Qualifications</strong></td>
</tr>
</tbody>
</table>
| **Sewer Reticulation** | • OHS Industry Induction (Red/White Card)  
• Relevant Secondary/Tertiary Qualification (Eligible for full membership of the Institution of Engineers Australia) | • Substantial participation in three (3) previous relevant works; and  
• Demonstrated ability to design from a Sewer Concept Plan or brief from the South East Water.  
• Understand and able to apply the MRWA Edition of Sewerage Code of Australia WSA 02. | • Management System 3rd Party Certified to ISO 9001 Quality.  
• OH&S system  
• Professional Indemnity insurance for a minimum of AU$10M, Public Liability Insurance AU$20M, Current WorkCover insurance.  
• Holder of relevant MRWA Edition of Sewerage Code of Australia WSA 02.  
• Holder of relevant South East Water Specifications. |
| **Sewer Branch > DN 300 (S1)** | | • As for S1 and  
• Substantial participation in three (3) previous relevant works. | As for S1. |
| **Pressure Sewers (S3)** | • As above and  
• Substantial participation in three (3) previous relevant works; and  
• Understand & able to apply the WSAA Pressure Sewer Code of Australia WSA 07. | As for S1 and  
• Holder of the WSAA Pressure Sewer Code of Australia WSA 07. | |
| **Sewage Pumping Station & rising Main (S4)** | • Substantial participation in three (3) previous relevant works.  
• Demonstrated ability to design from a South East Water Concept Plan or brief from the water corporation.  
• Understand and able to apply the Sewerage Pumping Station Code of Australia WSA 04. | As for S1 and  
• Holder of the WSAA Sewerage Pumping Station Code WSA 04 and South East Water Supplement. | |
| **Sewer Specialist (S6)** | • Industry experience designing Water & Sewer Assets 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 S1 |
Notes:

1. The Specific Categories of Work for Engineering Design Services are as follows:

   W1  This Category covers design of potable and recycled reticulation water mains < DN 225, associated components and structures.

   W2  This Category covers design of potable and recycled distribution water mains >= DN 225, associated components and structures. Applicants must demonstrate they meet the assessment criteria and other prerequisites for Category W1 to be eligible for accreditation in this Category.

   W3  This Category covers design of potable and recycled Water Supply Pumping Stations, components and structures, including associated pipe work. Applicants must demonstrate they meet the assessment criteria and other prerequisites for Categories W2 to be eligible for accreditation in this Category.

   W4  Specialist Works: This Category covers detail design of Categories W1 to W3 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 W1 to be eligible for accreditation in this Category.

   S1  Gravity Reticulation Sewers < DN 300: This Category covers design of gravity reticulation sewers < DN 300, including maintenance structures.

   S2  Gravity Branch/Main Sewers >= DN 300: This Category covers design of gravity Branch/Main sewers >= DN 300, including maintenance structures. Applicants must demonstrate they meet the assessment criteria and other prerequisites for Category S1 to be eligible for accreditation in this Category.

   S3  Pressure Sewerage Systems: This Category covers design of pressure sewer systems, including reticulation pressure sewers and laterals up to and including DN 250, discharge lines, collection pump units and other appurtenances.

   S4  Pressure Sewerage Systems: 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 S3. This Category covers design of Sewerage Pumping Stations and pressure mains up to and including 200 litres per second and DN 375. 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 S3 associated with pressure sewerage systems. Applicants must demonstrate they meet the assessment criteria and other prerequisites for Category S1 to be eligible for accreditation in this Category.

   S6  Specialist Works: This Category covers detail design of Categories S1 to S5 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 S1 to be eligible for accreditation in this Category.
### Accredited Consultants – Construction Auditing Services – Key Personnel Construction Auditor Qualifications & Competencies for Categories of Works

<table>
<thead>
<tr>
<th>Category</th>
<th>Key Personnel – Construction Auditors Qualifications</th>
<th>Key Personnel – Construction Auditors Competencies</th>
<th>Company Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Water Reticulation DN 225 (W1)</strong></td>
<td>Essential</td>
<td>Substantial participation in three (3) previous relevant works.</td>
<td>Management System 3rd Party Certified to ISO 9001 Quality.</td>
</tr>
<tr>
<td></td>
<td>• OHS Industry Induction (Red / White Card).</td>
<td></td>
<td>• OH&amp;S system</td>
</tr>
<tr>
<td></td>
<td>• Confined Space training (awareness where appropriate).</td>
<td></td>
<td>• Professional Indemnity insurance for a minimum of AU$10M.</td>
</tr>
<tr>
<td></td>
<td>• Surveillance Officer or Internal Auditor training.</td>
<td></td>
<td>• Public Liability Insurance AU$20M</td>
</tr>
<tr>
<td></td>
<td>Desirable</td>
<td></td>
<td>• Current WorkCover insurance.</td>
</tr>
<tr>
<td></td>
<td>• Pipe laying accreditation (RIICRC208A or equivalent).</td>
<td></td>
<td>• Holder of relevant MRWA Edition of Water Supply Code of Australia WSA 03.</td>
</tr>
<tr>
<td></td>
<td>• Trench shoring (RIICCM210A or equivalent).</td>
<td></td>
<td>• Holder of relevant South East Water Specifications.</td>
</tr>
<tr>
<td></td>
<td>• Mobile Plant Operator Training (RIIMPO320B or NOHSC 7019 LE).</td>
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<tr>
<td></td>
<td>• Worksite Traffic Management</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>• OH&amp;S Safety Rep. Course</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Laser Safety</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>• Spotters Electrical Safety</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Water Distribution DN 225 (W2)</strong></td>
<td>Substantial participation in three (3) previous relevant works; and Substantial participation in three (3) previous W1 works.</td>
<td>As for W1.</td>
<td></td>
</tr>
<tr>
<td><strong>Water Supply Pumping Station (W3)</strong></td>
<td>Substantial participation in three (3) previous relevant works.</td>
<td>As for W1.</td>
<td></td>
</tr>
</tbody>
</table>
### Accredited Consultants – Construction Auditing Services – Key Personnel Construction Auditor Qualifications & Competencies for Categories of Works

<table>
<thead>
<tr>
<th>Sewer Relic &lt; DN 300 (S1)</th>
<th>Key Personnel – Construction Auditors Qualifications</th>
<th>Key Personnel – Construction Auditors Competencies</th>
<th>Company Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Essential</strong></td>
<td><strong>Substantial participation in three (3) previous relevant works.</strong></td>
<td><strong>Management System 3rd Party Certified to ISO 9001 Quality.</strong></td>
</tr>
<tr>
<td></td>
<td>• OHS Industry Induction (Red / White Card).</td>
<td></td>
<td><strong>OH&amp;S system</strong></td>
</tr>
<tr>
<td></td>
<td>• Confined Space training (awareness where appropriate)</td>
<td></td>
<td><strong>Professional Indemnity insurance for a minimum of AU$10M.</strong></td>
</tr>
<tr>
<td></td>
<td>• Surveillance Officer or Internal Auditor training.</td>
<td></td>
<td><strong>Public Liability Insurance AU$20M</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Desirable</strong></td>
<td></td>
<td><strong>Current WorkCover insurance.</strong></td>
</tr>
<tr>
<td></td>
<td>• Pipe laying accreditation (RIICRC208A or equivalent).</td>
<td></td>
<td><strong>Holder of relevant MRWA Edition of Sewerage Code of Australia WSA 02.</strong></td>
</tr>
<tr>
<td></td>
<td>• Trench shoring (RIICCM210A or equivalent).</td>
<td></td>
<td><strong>Holder of relevant South East Water Specifications.</strong></td>
</tr>
<tr>
<td></td>
<td>• Mobile Plant Operator Training (RIIMPO320B or NOHSC 7019 LE).</td>
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<tr>
<td></td>
<td>• Worksite Traffic Management</td>
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<tr>
<td></td>
<td>• OH&amp;S Safety Rep. Course</td>
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<td></td>
<td>• Laser Safety</td>
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<tr>
<td></td>
<td>• Spotters Electrical Safety</td>
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<td></td>
</tr>
</tbody>
</table>

Sewer Relic < DN 300 (S1)
## Accredited Consultants – Construction Auditing Services – Key Personnel Construction Auditor Qualifications & Competencies for Categories of Works

<table>
<thead>
<tr>
<th>Category</th>
<th>Key Personnel – Construction Auditors Qualifications</th>
<th>Key Personnel – Construction Auditors Competencies</th>
<th>Company Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sewer Branch ≥ DN 300 (S2)</td>
<td>• Essential</td>
<td>• Substantial participation in three (3) previous relevant works and Substantial participation in three (3) previous S1 works.</td>
<td>• Management System 3rd Party Certified to ISO 9001 Quality.</td>
</tr>
<tr>
<td></td>
<td>• OHS Industry Induction (Red / White Card).</td>
<td></td>
<td>• OHS system</td>
</tr>
<tr>
<td></td>
<td>• Confined Space training (awareness where appropriate)</td>
<td></td>
<td>• Professional Indemnity insurance for a minimum of AU$10M.</td>
</tr>
<tr>
<td></td>
<td>• Surveillance Officer or Internal Auditor training.</td>
<td></td>
<td>• Public Liability Insurance AU$20M.</td>
</tr>
<tr>
<td></td>
<td>• Desirable</td>
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<td>• Holder of relevant MRWA Edition of Sewerage Code of Australia WSA 02.</td>
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<td>• Pipe laying accreditation (RIICRC208A or equivalent).</td>
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</tr>
<tr>
<td></td>
<td>• Worksite Traffic Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pressure Sewers (S3)</td>
<td>• OH&amp;S Safety Rep. Course</td>
<td>• Substantial participation in three (3) previous relevant works.</td>
<td>As for S1.</td>
</tr>
<tr>
<td></td>
<td>• Laser Safety</td>
<td></td>
<td>• Holder of Pressure Code of Australia WSA 07.</td>
</tr>
<tr>
<td></td>
<td>• Spotters Electrical Safety</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewerage Piping Station &amp; rising Mains (S4)</td>
<td>• Substantial participation in three (3) previous relevant works.</td>
<td>As for S1.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Substantial participation in three (3) previous relevant works.</td>
<td></td>
<td>• Holder of Pumping Station Code of Australia WSA 04.</td>
</tr>
<tr>
<td>Sewer Specialist (S6)</td>
<td>• Substantial participation in three (3) previous relevant works.</td>
<td>As for S1.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Industry experience designing Water &amp; Sewer Assets 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).</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Notes:

1. **The Specific Categories of Work for Engineering Audit Services are as follows:**

   **W1** Water Reticulation < DN 225: This Category of work covers auditing construction related activities associated with all supply, installation, testing and commissioning of reticulation water mains < DN 225 associated components and structures.

   **W2** Water Distribution >= DN 225: This Category of work covers auditing construction related activities associated with all supply, installation, testing and commissioning of distribution water mains >= DN 225, associated components and structures.

   **W3** Water Supply Pump Stations: This Category of work covers auditing construction related activities associated with all supply, installation, testing and commissioning of Water Supply Pumping Stations, components and structures, including associated pipe work.

   **W4** Specialist Works: This Category covers auditing special water asset construction practices, including testing and commissioning of Categories W1 to W3 including W6 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).

   **S1** Reticulation Sewers < DN 300: This Category of work covers auditing construction related activities associated with all supply, installation, testing and commissioning of reticulation sewers < DN 300, including maintenance structures.

   **S2** Branch/Main Sewer >= DN 300: This Category of work covers auditing construction related activities associated with all supply, installation, testing and commissioning of sewer branch or sewer mains >= DN 300, including maintenance structures.

   **S3** Pressure Sewer Systems: This Category of work covers auditing construction related activities associated with all supply, installation, testing and commissioning of, collection/grinder pump units and service connection pipe work, as well as reticulation sewer pressure mains up to and including DN 300.

   **S4** 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 S3. 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 S3 associated with pressure sewerage systems. Applicants must demonstrate they meet the assessment criteria and other prerequisites for Category S1 to be eligible for accreditation in this Category.

   **S6** Specialist Works: This Category covers auditing special sewer construction practices including testing and commissioning of Categories S1 to S5 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).
Schedule 5– Required Insurances

The Consultant is required to have the following insurances:

(a) Professional indemnity insurance to the amount of $10 million per claim and not less than $10 million in the annual aggregate;

(b) Public liability insurance to the amount of $20 million per claim and not less than $20 million in the annual aggregate; and

(c) 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 SEW’s Requirements per kilometre audited;
(b) non-conformances with SEW’s Requirements per project;
(c) non-conformances with SEW’s Requirements per audit;
(d) any other matter with SEW considers relevant to assessing the performance of the Consultant;
(e) Outstanding Projects on Maintenance; and
(f) Quality Assurance Office Audits.

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 Consultants):
   (i) Least number of 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 Consultant regularly self-applying the Performance Regime and advising SEW of any material outcomes.
   (iv) Considerable evidence of continuous improvement (PDCA) as per ISO 9001:2008 (South East Water to obtain copy of ISO 9001 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) Accreditation for ISO 9001 (Quality)

(xi) Proactive Staff Training that exceeds entry requirements

(xii) Good CCTV reports (future KPI NC/km based on the last 2 years)

(xiii) No outstanding EDLP projects

(xiv) Positive trending in NCs/km Audited, NCs/project, NCs/Audit, number of Issues

(xv) Excellent construction audit schedule application (i.e. Audit frequency commensurate with project risk to ensure relevant standards are met and works are constructed in accordance with the design plans). Exceeds previous South East Water minimum construction audit schedule guidelines.

(b) Certified (Majority of Consultants):

(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 (South East Water 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) Accreditation for ISO 9001 (Quality),

(x) Satisfactory Staff Training. Satisfies Invitation to Apply (ITA) entry requirements

(xi) Satisfactory CCTV reports (future NC/km)

(xii) Satisfactory construction audit schedule application (i.e. Audit frequency commensurate with project risk to ensure relevant standards are met and Works are constructed in accordance with the design plans).
(c) **Qualified** (New **Consultants**):

(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 (South East Water 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 ie 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) Commitment to ISO 9001 (Quality),

(ix) Staff Training as per ITA

(x) Procedures in place for satisfactory CCTV reports (future NC/km)

(xi) Public Liability insurance, Professional Indemnity insurance as per ITA

(xii) Accredited Key personnel as per ITA

(xiii) Adequate training of personnel as defined by ITA

4. **Tier Movement Options**

The **Consultant** 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 **Consultant** cannot be downgraded to **Qualified**.

5. **Downgraded Tier**

One or more of the following items or pieces of conduct on behalf of the **Consultant** may result in the **Consultant**’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 9001:2008; or

(g) High number of Faults/Defects after Certificate of Completion (guide only); or

(h) Breach of Environmental / safety requirements.

6. Upgrading of Accreditation

(a) A Consultant's Accreditation will be upgraded from Certified to Self-Certified if it demonstrates 12 months evidence of satisfactory Self-Certified criteria; and

(b) A Consultant's Accreditation will be upgraded from Qualified to Certified if it demonstrates 12 months evidence of satisfactory Certified criteria; and

7. Termination of Accreditation

One or more of the following items or pieces of conduct on behalf of the Consultant may result in the Consultant'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 entrance requirements for tiers; 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 Consultant 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 9001:2008; 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 Consultant 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 Consultants 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 Consultant of current activity with SEW (a minimum of one project per year); and

(b) A declaration of Accreditation application requirements maintained.