

Contractor Accreditation Deed

Deed providing for accreditation to undertake works
or provide services

South East Water (SEW)

and

(Contractor)



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Details

Date

Parties

Name	South East Water Corporation
ABN	89 066 902 547
Short form name	SEW
Address	WatersEdge, 101 Wells Street, Frankston Vic. 3199

Name	
ABN	
ACN	
Short form name	Contractor
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](#) seeks to ensure that [Water Infrastructure](#) designed and constructed by third parties for [SEW](#) is designed and constructed in a suitable manner and to appropriate standards.
- C In order to ensure that [Water Infrastructure](#) designed and constructed by third parties for [SEW](#) is designed and constructed in a suitable manner and to appropriate standards, only parties accredited by [SEW](#) may design or construct this [Water Infrastructure](#).
- D [SEW's](#) previous accreditation process operated between 2014 and 2024.
- E The [Contractor](#) has applied for [Accreditation](#). This [Accreditation Deed](#) sets out the terms and conditions of [Accreditation](#).

Signing page

EXECUTED as a Deed

EXECUTED by **SOUTH EAST WATER CORPORATION** by being signed sealed and delivered in Victoria by its Attorney who holds the position of **RESPONSIBLE OFFICER**

under Power of Attorney
dated 3/8/18

Signature of Attorney

1. EXECUTED BY CORPORATION

a. Executed by two directors, or a director and a company secretary

Executed by [company name] in accordance with section 127 of the Corporations Act 2001 (Cth) by:

Signature of Director

Signature of Director/Company Secretary

Name of Director

Name of Director/Company Secretary

b. Executed by sole director

Executed by [company name] in accordance with section 127 of the Corporations Act 2001 (Cth) by its sole director and company secretary:

Signature of sole Director and Company Secretary

OR

2. EXECUTED BY CORPORATE TRUSTEE

a. Executed by two directors, or a director and a company secretary

Executed by [company name] as trustee for [trust name] in accordance with section 127 of the Corporations Act 2001 (Cth) by:

Signature of Director

Signature of Director/Company Secretary

Name of Director

Name of Director/Company Secretary

b. Executed by sole director

Executed by [company name] as trustee for [trust name] in accordance with section 127 of the Corporations Act 2001 (Cth) by its sole director and company secretary:

Signature of sole Director and Company Secretary

OR

3. EXECUTED BY INDIVIDUAL TRUSTEE

Executed by [name of individual] in their capacity as trustee for [trust name]:

Signature of Trustee

OR

4. EXECUTED BY AN INDIVIDUAL UNDER POWER OF ATTORNEY (VICTORIA)

Executed by [company name] by being signed sealed and delivered in Victoria by its attorney [name of individual] under power of attorney dated [date], who declares they have no notice of its revocation that at the time of executing this document:

Signature of Attorney

OR

5. EXECUTED BY INDIVIDUAL AS SOLE TRADER

Signed sealed and delivered by [name of sole trader]:

Signature of [name of sole trader]

OR

6. EXECUTED BY PARTNER ON BEHALF OF PARTNERSHIP

Signed sealed and delivered for and on behalf of [partnership name] by a partner of that partnership under the authority of [name of authorising document] dated [date] who has no notice of that authority being revoked:

Signature of partner

Name of partner

OR

7. EXECUTED BY ALL PARTNERS ON BEHALF OF PARTNERSHIP

Signed sealed and delivered for and on behalf of [partnership name] by:

Signature of partner

Signature of partner

Name of partner

Name of partner

Signature of partner

Signature of partner

Agreed terms

1. Interpretation

1.1 Defined terms

In this [Accreditation Deed](#):

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

Accreditation Application means the application submitted by the [Contractor](#) on the [Arcus](#) system;

Accreditation Conditions means the conditions set out at Schedule 2 and any further conditions arising by reason of the [Performance Regime](#) and paragraph 22.2(f), paragraph 23.7(b), paragraph 24.2(c) and paragraph 27.5(c);

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

Accreditation Period means the period nominated at Item 1 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](#), [Qualified](#) or [Project Specific](#) as described in Item 2 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 23.3(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 3 of Schedule 1;

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

Accredited Contractor means a [Contractor](#) who is [Accredited](#) by [SEW](#) to carry out [Works](#) or provide [Services](#);

ACDC has the meaning given in clause 28.5;

Annual Accreditation Application Declaration & Undertaking means a signed declaration in the form provided on the [Arcus](#) system;

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

Approved Products List has the meaning given to that term in the [Land Development Policies and Pricing Manual](#);

Arcus means the cloud based software program system which [SEW](#) will provide access to the [Contractor](#) for the purposes of the [Contractor](#) lodging an [Accreditation Application](#), or any replacement program which [SEW](#) may nominate in writing from time to time;

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

Auditor means an auditor appointed under clause 25 of this [Accreditation Deed](#);

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

Authorities means any person or body having jurisdiction over or in relation to the [Works](#) or [Services](#) or the activity of the [Contractor](#) in the execution of the [Works](#) or [Services](#) or the performance of the obligations arising under this [Accreditation Deed](#);

Business Day means a day that is not:

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

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

Change Event means an event which:

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

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

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

Commencement Date means the date described as such and set out in Item 4 of Schedule 1;

Continuing Provisions means the following provisions:

- (a) a provision of this [Accreditation Deed](#) which is described in the [Accreditation Deed](#) as continuing to be in effect following the termination or expiration of the [Accreditation Deed](#);
- (b) any provisions relating to:
 - (i) the giving of a warranty by the [Contractor](#);
 - (ii) the granting of an indemnity by the [Contractor](#);
 - (iii) the granting of a release by the [Contractor](#);
 - (iv) the use of [SEW Confidential Information](#) or [Contractor Confidential Information](#);

- (v) [Intellectual Property Rights](#);
- (vi) any requirement for the [Contractor](#) to keep records; or
- (c) any provision which, having regard to the nature of the provision or the subject matter of the provision, it is appropriate for the provision to continue to be in effect following the termination or expiration of the [Accreditation Deed](#);

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

Contractor means the entity described as such in the [Parties Section](#) of this [Accreditation Deed](#) and in Item 5 of Schedule 1.

Contractor Confidential Information means:

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

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

Contractor's Representative means the person representing the [Contractor](#) as described in paragraph 8.1(a) and is, as at the [Commencement Date](#), the person described as such at Item 6 of Schedule 1 or such other person as is nominated pursuant to paragraph 8.1(b);

Design means design drawings "Issued for Construction" and other supporting documentation supplied by the [Consultant](#);

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

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

Developer's Representative has the meaning given in the relevant [Development Agreement](#);

Dispute has the meaning given in clause 28.1;

Environment Laws means the *Environment Effects Act 1978* (Vic), the *Environment Protection Act 2017* (Vic), the *Environment Protection Regulations 2021*, the *National Environment Protection Council (Victoria) Act 1995* (Vic), the *Planning and Environment Act 1987* (Vic), the *Planning and Environment Regulations 2015* (Vic), as amended from time to time and any directions, statements, protocols, guidelines or other similar material issued or published under those Acts or the Regulations;

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

Guidelines has the meaning given in clause 28.5;

Insolvency Event means any of the following events:

- (a) for a corporation:
 - (i) an order is made by a court:
 - (A) that the corporation be wound up; or
 - (B) appointing a liquidator or provisional liquidator in respect of the corporation, or one of them is appointed, whether or not under an order;
 - (ii) a resolution is passed to appoint an administrator or an administrator is appointed to the corporation;
 - (iii) a receiver or a receiver and manager is appointed to the corporation;
 - (iv) the corporation enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement or composition with, or an assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;
 - (v) the corporation resolves to wind itself up, or otherwise dissolve itself, or gives notice of an intention to do so or is otherwise wound up or dissolved;
 - (vi) the corporation is, or states that it is, insolvent;
 - (vii) as a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth) (**Corporations Act**), the corporation is taken to have failed to comply with a statutory demand;
 - (viii) the corporation is, or makes a statement from which the other party may reasonably conclude that the corporation is, the subject of an event described in section 459C(2)(a) to (f) inclusive or section 585 of the *Corporations Act*;
 - (ix) the corporation takes any step to obtain protection, or is granted protection, from its creditors under any applicable law;
 - (x) a mortgagee takes possession of any one of the assets or undertakings of the corporation; or
 - (xi) anything analogous or having a substantially similar effect to any of the events specified above happens under any law;
- (b) means for a natural person:
 - (i) if the person commits an act of bankruptcy under the Bankruptcy Act 1966 (Cth);
 - (ii) dying or losing capacity to manage his own affairs; or
 - (iii) anything analogous or having a substantially similar effect to any of the events specified above happens under any law;

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

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

Key Personnel means the employees of the [Contractor](#) specified in Schedule 4 and which are the subject of clause 13;

Key Roles means the role or 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 [Environment 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;

Live Assets has the meaning given to that term in the [Land Development Policies and Pricing Manual](#);

Living Safely Rules means the rules described as such as published on [SEW](#)'s website from time to time with a copy of the current rules as at the [Commencement Date](#) attached in Schedule 1.

Manage Developer Works means the software system of that name provided by [SEW](#) which, among other things, manages processes and information (including [Design](#), audits and forms) for [SEW](#) land development projects. It incorporates daily accreditation status updates from Arcus, relating to company and key personnel;

Management Systems means an [OHS Management System](#), an [Environmental Management System](#) and a [Quality Management System](#) required to be prepared by the [Contractor](#) pursuant to Schedule 3 of this [Accreditation Deed](#) and which complies with the requirements of this [Accreditation Deed](#);

Non-Conformance Report means a report issued in accordance with subclause 14.3;

Notice of dispute is a notice issued by [SEW](#) in accordance with clause 28.1;

Notifiable Incident means an incident which must be notified to the relevant [Authority](#) pursuant to any [Legislative Requirement](#) and includes any breach of the *Occupational Health and Safety Act 2004 (Victoria)*, an incident to which Part 5 of the *Occupational Health and Safety Act 2004 (Victoria)* applies, or a breach of the *Occupational Health and Safety Regulations 2017 (Victoria)*, the *Dangerous Goods Act 1985 (Victoria)*, the *Dangerous Goods Storage & Handling Regulations 2012 (Victoria)* or the *Environment Protection Act 2017 (Victoria)*;

OHS Law means the legislative instruments administered and/or approved by the Victorian Government in relation to occupational health and safety, including the *Occupational Health and Safety Act 2004 (Vic)*, the *Occupational Health and Safety Regulations 2017 (Vic)*, the *Dangerous Goods Act 1985 (Victoria)*, the *Dangerous Goods Storage & Handling Regulations 2012 (Victoria)* and any supporting documentation (including WorkSafe Victoria Compliance codes, WorkSafe Positions and relevant guidance material);

OHS Management System means a system which evidences how the [Contractor](#) will undertake the relevant activity in a manner which complies with [Accreditation Deed](#) and which is capable of recording the compliance with [OHS Law](#) and which otherwise complies with the requirements of Sand clause 15 of this [Accreditation Deed](#);

Performance Regime means the regime set out in Schedule 6 which is the subject of clause 22;

Performance Scorecard means the scorecard set out in the table in Schedule 6;

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

Project Specific means the [Accreditation Status](#) described as such in the [Performance Regime](#);

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

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

Quality Standards means the standards referred to at Schedule 3;

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

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

Rectification Plan means a plan prepared by the [Contractor](#) as required by [SEW](#) under subclause 22.3(b) to demonstrate its future compliance with the [Performance Regime](#);

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 as such in the [Performance Regime](#);

Serious Incident:

(a) includes a [Notifiable Incident](#); and

(b) otherwise means:

- (i) an event or circumstance which results in damage to an Asset where the damage is equal to or greater than \$20,000;
- (ii) the exposure of any [Contractor's Personnel](#) to a serious or imminent risk to their health or safety;
- (iii) the receipt by the Contractor of any notice issued under an [OHS Law](#); or
- (iv) a breach of this [Accreditation Deed](#);

involving the [Contractor](#) or the [Contractor's Personnel](#) when undertaking any work relating to [water infrastructure](#) including storm water, gas, electricity, telecommunications or plumbing, in the state of Victoria irrespective of whether that work relates to the [Works](#);

Services means any services provided by the [Contractor](#) or the [Contractor's Personnel](#) in relation to the [Works](#) and may include:

- (a) surveying, traffic management, geotechnical investigation, environmental management, survey investigation, stakeholder engagement, the preparation of documentation (including asset 'as constructed' survey information) or supervision of any [Works](#); and
- (b) the provision of advice in relation to design, documentation or supervision;

SEW means South East Water;

SEW Confidential Information means:

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

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

SEW Systems Verification Audit (2nd Party Office 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 14.2;

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 10 of Schedule 1 or such other person or persons as is nominated pursuant to paragraph 8.2(b); 8.2(a) and is, as at the [Commencement Date](#), the person or persons described as such at Item 4 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;

Show Cause Notice is a notice issued by [SEW](#) in accordance with clause 23.1;

Significant Project means a project of greater than 15 metres length per water/sewer service either within [SEW's](#) region or as otherwise advised by [SEW](#), in its absolute discretion;

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 a [Serious Incident](#);

Works means any works in relation to or in connection with the construction of [Water Infrastructure](#);

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

- (a) to understand the nature of the [Works](#) or [Services](#) which have been undertaken;
- (b) the way in which those [Works](#) or [Services](#) may impact on [SEW's Assets](#); and
- (c) to conveniently, efficiently and cost effectively maintain the assets which result from the undertaking of the [Works](#) or [Services](#);

1.2 Rules of Interpretation

In this [Accreditation Deed](#):

- (a) the singular includes the plural and vice versa;
- (d) a gender includes other genders;
- (e) another grammatical form of a defined word or expression has, when capitalised, a corresponding meaning;
- (f) 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;
- (g) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (h) 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;
- (i) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (j) a reference to a statute, ordinance, code or other law includes regulations and other enforceable instruments under it and consolidations, amendments, reenactments or replacements of any of them;
- (k) the meaning of general words is not limited by specific examples that follow them;
- (l) the meaning of general words is not limited merely because more specific words precede them;
- (m) 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;

- (n) 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;
- (o) 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;
- (p) 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
- (q) where there is reference to an ***experienced and competent contractor*** this is a reference to a contractor who is qualified, skilled and experienced in work or services (as is relevant to the [Contractor](#)) similar to the [Works](#) or [Services](#) (as is relevant to the [Contractor](#)) and who has brought that skill and experience to bear in relation to the carrying out of the [Works](#) or [Services](#) (as is relevant to the [Contractor](#)) or the performance of the relevant obligation;
- (r) If [SEW](#) is entitled to act in its absolute discretion then:
 - (i) [SEW](#) is entitled to act as it considers appropriate and is not obliged to consider the interests of the [Contractor](#);
 - (ii) [SEW](#) may impose any conditions it considers appropriate in relation to the exercise of the discretion (and clause 31.5 shall apply to any such conditions);
 - (iii) any obligation to act in good faith does not apply in respect of the exercise of the discretion;
 - (iv) the exercise of the discretion shall not be reviewable;
 - (v) [SEW](#) shall not be constrained from acting by any principle of common law or equity;
 - (vi) there shall be no time constraint on when [SEW](#) may exercise that discretion (unless such a constraint arises through the particular provision of this [Accreditation Deed](#) giving rise to the discretion); and
 - (vii) the [Contractor](#) shall have **no claim** against [SEW](#) in relation to the exercise of the discretion or the timing of the exercise of the discretion.

1.3 No Claim

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

- (a) the [Contractor](#) must not bring any [Claim](#) against [SEW](#) in relation to or in connection with the circumstances giving rise to the [Claim](#);
- (b) the [Contractor](#) releases [SEW](#) from any [Claim](#) which the [Contractor](#) has, or but for this provision may have had, against [SEW](#) in relation to or connection with the circumstances giving rise to the [Claim](#) whether that [Claim](#) arises through negligence, breach of contract or any other obligation or any other means; and
- (c) the [Contractor](#) indemnifies [SEW](#) and will keep [SEW](#) indemnified in relation to any liability arising in connection with the circumstances giving rise to any such [Claim](#).

2. Principles

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

- (a) recognise that all parties ([SEW](#), the [Developer](#), the [Contractor](#) and the [Accredited Consultant](#)) play a role in ensuring that [SEW's Requirements](#) are met;
- (b) The [Contractor](#) and SEW acknowledge that a Principal Contractor may be appointed in relation to the [Works](#) and that the appointment of the Principal Contractor will not vary or limit the responsibilities of the [Contractor](#) under the Accreditation Deed;
- (c) will ensure that appropriate people from [SEW](#) and the [Contractor](#) (including [Key Personnel](#) as applicable) remain involved with the [Works](#) or [Services](#);
- (d) will respond in a reasonable time to any request from the other party, or from the [Developer](#) or the [Accredited Consultant](#) relating to the [Works](#) or [Services](#);
- (e) will work with integrity and mutual respect of both individuals and corporate objectives;
- (f) will place a high value on the relationship between [SEW](#) and the [Contractor](#); and
- (g) will endeavour to provide excellent service to [SEW's](#) customers.

3. SEW Obligations

[SEW](#) will:

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

4. Contractor Obligations

4.1 General Obligations

Without limiting any of the [Contractor's](#) other obligations under this [Accreditation Deed](#), the [Contractor](#) must:

- (a) perform the [Works](#) or [Services](#) according to the approved specifications provided by the [Accredited Consultant](#), unless a variation is approved by the [Accredited Consultant](#);
- (b) take responsibility for and manage the risks of performing the [Works](#) or [Services](#);
- (c) develop clear open communication lines;
- (d) provide a healthy and safe working environment;

- (e) undertake a continuous improvement process for the delivery of the [Works](#) and [Services](#) in accordance with the [Quality Management System](#); and
- (f) comply with its obligations under Schedule 4;
- (g) comply with [SEW's Administrative Process](#);
- (h) comply, to the extent required by clause 2 of Schedule 4, with the [Land Development Policies and Pricing Manual](#);
- (i) comply with the [Accreditation Conditions](#);
- (j) comply with any requirements relevant to the to the [Accredited Status](#) held by the [Contractor](#);
- (k) only undertake [Works](#) or [Services](#) (as is relevant to the [Contractor](#)) in the [Accredited Category](#);
- (l) only undertake [Works](#) or [Services](#) (as is relevant to the [Contractor](#)) as is permitted having regard to the [Accredited Status](#);
- (m) oversee the undertaking of [Works](#) or [Services](#) (as is relevant to the [Contractor](#));
- (n) conduct [Audits](#) of those [Works](#) or [Services](#) so that the [Contractor](#) can be satisfied that the [Works](#) or [Services](#) are in accordance with the requirements of this [Accreditation Deed](#), and keep records of such [Audits](#) for a period of 7 years;
- (o) administer this Deed and the undertaking of the [Works](#) or [Services](#) (as is relevant to the [Contractor](#));
- (p) notify [SEW](#) as soon as the [Contractor](#) becomes aware of a [Reportable Circumstance](#);
- (q) perform the [Works](#) and [Services](#) in accordance with the [Design](#);
- (r) comply with [Living Safely Rules](#) published version as at the date of this document.

4.2 Contractor's Resources

The [Contractor](#) must:

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

4.3 Regulatory and Prudential Compliance

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

4.4 Undertaking the Works or Services

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

- (a) in accordance with this [Accreditation Deed](#);
- (b) with the due skill, diligence, prudence, foresight and care that would reasonably be expected from an [experienced and competent contractor](#);

- (c) in compliance with:
 - (i) all [Legislative Requirements](#);
 - (ii) all [Accreditation Conditions](#);
 - (iii) the [OHS Law](#);
 - (iv) all [Quality Standards](#);
 - (v) all [SEW's Requirements](#); and
 - (vi) the requirements of [Authorities](#).

5. Relationship between the parties

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

6. Accreditation

6.1 Accreditation

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

6.2 Process for Accreditation

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

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

6.3 Duration of Accreditation

If a [Contractor's Accreditation Status](#) is [Qualified](#) or [Project Specific](#) then the [Contractor's Accreditation](#) will expire 12 months after the date it is [Accredited](#) (or such earlier date as may result from the operation of this [Accreditation Deed](#)), except where [SEW](#) (in its absolute discretion) notifies the [Contractor](#) in writing prior to the date of such expiration that its [Accreditation Status](#) is extended by the period specified in that written notice.

If a [Contractor's Accreditation Status](#) is [Certified](#) or [Self Certified](#) then the [Contractor's Accreditation](#) will automatically be [Re-Accredited](#) at the conclusion of each 24 month period after the date it is [Accredited](#) (or such earlier date as may result from the operation of this [Accreditation Deed](#)), subject to the [Contractor](#) being [Re-Accredited](#) under subclause 6.8. The [Accreditation Status](#) of the [Contractor](#) following automatic [Re-Accreditation](#) pursuant to this paragraph is the same [Accreditation Status](#) as the [Contractor](#) held prior to such

automatic [Re-Accreditation](#) or such other [Accreditation Status](#) as is determined through the application of the [Performance Regime](#).

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

- (a) from the later of:
 - (i) the [Commencement Date](#); and
 - (ii) the date of [Re-Accreditation](#).
- (b) until the earlier of:
 - (i) the expiration of the [Accreditation Period](#); or
 - (ii) the cancellation of the [Accreditation](#) pursuant to:
 - (A) where the [Contractor's Accreditation Status](#) is [Project Specific](#), [Qualified](#), [Certified](#) or [Self Certified](#), paragraph 6.5(c), subclause 6.9, subclause 26.1 or subclause 27.6; or
 - (B) where the [Contractor's Accreditation Status](#) is [Certified](#) or [Self Certified](#) (and without limiting paragraph 6.3(b)(ii)(A)), subclause 6.8; or
 - (iii) any of the [Accreditation Conditions](#) not being satisfied.

6.4 Accreditation Conditions

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

6.5 Accreditation Application

- (a) The [Contractor](#) warrants that the [Accreditation Application](#) and all information provided by the [Contractor](#) during the [Application Process](#) is accurate, complete, true and correct and is not misleading.
- (b) The [Contractor](#) has [no claim](#) against [SEW](#) in relation to or in connection with the [Application Process](#).
- (c) If [SEW](#) becomes aware that there has been a breach of the warranty provided for in paragraph 6.5(a) then [SEW](#) may, in its absolute discretion, immediately cancel the [Contractor's Accreditation](#).

- (d) Following the cancellation of the [Contractor's Accreditation](#) pursuant to paragraph 6.5(c), subclause 26.4 shall apply.

6.6 Accreditation Status

The [Contractor](#) has the [Accreditation Status](#) set out in Item 2 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 23.3(e).

6.7 Contractor's Request for Change to Accreditation Status

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

6.8 Cancellation for failure to comply with Re-Accreditation requirements

- (a) Where the [Contractor's Accreditation Status](#) is [Certified](#) or [Self Certified](#), [SEW](#) may (in [SEW](#)'s absolute discretion) cancel the [Contractor's Accreditation Status](#) by issuing written notice if at:
 - (i) 30 days prior to the expiration of the first [Accreditation Period](#); or
 - (ii) any time during any [Accreditation Period](#) after the expiration of the first [Accreditation Period](#), the [Contractor](#):
 - (A) has not satisfied the relevant criteria in the [Performance Regime](#);
 - (B) has not satisfied the relevant Accreditation Conditions;
 - (C) is in breach of this [Accreditation Deed](#);
 - (D) has been subject to a SEW Systems Verification Audit (2nd Party Office Audit) and has:
 - (i) not passed that SEW Systems Verification Audit (2nd Party Office Audit); and
 - (ii) failed to commit to any corrective or preventative actions in a manner that is satisfactory to SEW;
 - (E) has not submitted an Annual Accreditation Application Declaration & Undertaking stating its compliance with the above requirements;
 - (F) has breached the [OHS Law](#);
 - (G) has not undertaken three [Significant Projects](#) in the preceding 24 month period; or
 - (H) has caused a [Serious Incident](#).
- (b) [SEW](#) may apply the criteria in paragraph 6.8(a) in its absolute discretion.

- (c) If the [Contractor](#) is [Re-Accredited](#) pursuant to this subclause 6.8 then the [Accreditation Period](#) is extended by 24 months or a period determined by [SEW](#).

6.9 Change in Circumstances

- (a) If the [Contractor](#) becomes aware of the occurrence of any:
 - (i) circumstance or change in circumstance which materially adversely impacts on the ability of the [Contractor](#) to:
 - (A) undertake any [Works](#) or [Services](#); or
 - (B) comply with this [Accreditation Deed](#);
 - (ii) circumstance or change in circumstance which materially impacts a characteristic of the [Contractor](#) which was relied upon by [SEW](#) in providing the [Contractor's Accreditation](#),
then the [Contractor](#) must advise [SEW](#) in writing.
- (b) If [SEW](#) becomes aware of the occurrence of any:
 - (i) circumstance or change in circumstance which materially impacts on the ability of the [Contractor](#) to:
 - (A) undertake any [Works](#) or [Services](#); or
 - (B) comply with this [Accreditation Deed](#);
 - (ii) circumstance or change in circumstance which materially impacts a characteristic of the [Contractor](#) which was relied upon by [SEW](#) in providing the [Contractor's Accreditation](#),
then [SEW](#) may issue a [Show Cause Notice](#) under clause 23.

6.10 Previous Accreditation Regime

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

7. Consequence of Accreditation

7.1 No assurance of work

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

7.2 Others may be accredited

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

8. Representatives

8.1 Contractor's Representative

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

8.2 SEW's Representative

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

9. Change in Control

9.1 Consent required

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

9.2 Actions required

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

9.3 Consent not to be unreasonably withheld

Provided that the [Contractor](#) has complied with clauses 9.1 and 9.2 [SEW](#) may not unreasonably withhold its consent.

9.4 Absence of consent

- (a) If there is a [Change in Control](#) and the [Contractor](#) did not comply with clauses 9.1 and 9.2 then:
 - (i) the [Contractor's Accreditation](#) is suspended with effect from 7 days of the [Change in Control](#); and
 - (ii) [SEW](#) is entitled to issue a [Show Cause Notice](#).
- (b) If there is a [Change in Control](#) and the [Contractor](#) complied with clauses 9.1 and 9.2 but [SEW](#) advises in writing that it does not consent to the [Change in Control](#) then:
 - (i) the [Contractor's Accreditation](#) is suspended with effect from receipt of [SEW](#)'s notice; and
 - (ii) [SEW](#) is entitled to issue a [Show Cause Notice](#).

9.5 Duration of suspension

- (a) If the [Contractor's Accreditation](#) is suspended by reason of subclause 9.4 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 [Contractor's Accreditation](#) by reason of subclause 6.3(b); and
 - (d) the cancellation of the [Contractor's Accreditation](#) in accordance with [Accreditation Deed](#).

9.6 Consequences of suspension

If the [Contractor's Accreditation](#) is suspended in accordance with this clause 9, then, for the duration of the suspension, subclause 26.4 shall apply as if the [Accreditation](#) had been cancelled.

10. Loss and Damage

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

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

11. Contractor's Warranties

11.1 The warranties

The [Contractor](#) warrants, represents and agrees that:

- (a) it has the legal right and power to enter into this [Accreditation Deed](#);
- (b) all of its internal requirements necessary to enter into [Accreditation Deed](#) and to perform its obligations under this [Accreditation Deed](#) have been satisfied;
- (c) it has disclosed whether any other Australian water authorities have raised any performance issues in relation to its conduct, within the last 5 years;
- (d) it has disclosed whether it has been denied the opportunity to undertake work for any other Australian water authority for any reason, within the last 5 years. For the avoidance of doubt, this subclause does not require the Contractor to disclose an unsuccessful participation in a competitive process, such as a tender or request for quote.
- (e) it has disclosed any situation, in the last 5 years, in which 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](#).

11.2 Continuing and repeated warranties

The warranties and representations set out in subclause 11.1 of this [Accreditation Deed](#) are repeated on each day from the [Commencement Date](#) until the termination or expiration of this [Accreditation Deed](#).

12. Indemnity

12.1 Provision of Indemnity

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

12.2 Reduction of Liability

The liability the [Contractor](#) pursuant to subclause 12.1 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](#).

12.3 Limitation of Liability

- (a) Subject to paragraph 12.3(b), the [Contractor's](#) liability to [SEW](#) arising directly or indirectly under or in connection with this [Accreditation Deed](#) or the performance or non-performance of this [Accreditation Deed](#) and whether arising under any indemnity, statute, in tort (for negligence or otherwise), or on any other basis in law or equity is limited to the amount set out in Item 11 of Schedule 1.
- (b) Paragraph 12.3(a) does not limit the [Contractor's](#) liability to [SEW](#) in the event of:
 - (i) wilful misconduct; or
 - (ii) liability which cannot be limited at law; or

- (iii) third party property loss or damage; or
- (iv) personal injury or death of a person; or
- (v) infringement of intellectual property rights; or
- (vi) fraud; or
- (vii) criminal activities; or
- (viii) liability arising in connection with a breach of a statutory duty.

12.4 Indemnities

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

- (a) the indemnity is in respect of any loss damage or expense, including (without limitation);
 - (i) loss of profit (but excluding [SEW](#)'s loss of profit);
 - (ii) consequential loss;
 - (iii) liability to third parties; and
 - (iv) legal costs (on a solicitor own client basis) in respect of enforcing the indemnity or defending any claim brought by a third party in respect of a matter which is the subject of the indemnity;
- (b) the indemnity is given in respect of any such loss damage or expense arising from or connected with the event or circumstance in respect of which the indemnity is given;
- (c) the indemnity is a continuing obligation, separate and independent from the other obligations of the [Contractor](#); and
- (d) the indemnity survives the termination of this [Accreditation Deed](#).

12.5 Payment

- (a) [SEW](#) may, in good faith, assess the liability of the [Contractor](#) pursuant to subclause 12.1 and, upon that assessment being provided to the [Contractor](#), it shall be a debt due and payable by the [Contractor](#) to [SEW](#).
- (b) The debt arising pursuant to paragraph 12.5(a):
 - (i) is payable upon the assessment being provided to the [Contractor](#);
 - (ii) is provisional only; and
 - (iii) may be adjusted as a result of the [Contractor](#) taking proceedings to establish the final quantum of the liability.
- (c) If the [Contractor](#) disagrees with [SEW's](#) assessment it may dispute the assessment by following the dispute resolution process contained in clause 28.

13. Personnel

13.1 Key Personnel

The [Contractor](#) must ensure that the [Key Roles](#) are performed by the [Key Personnel](#) or any replacement of such person or persons authorised under subclause 13.2.

13.2 Replacement of Key Personnel

- (a) The [Contractor](#) may, subject to [SEW's](#) rights under subclause 13.2, 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 13.2(a) applies:
 - (i) the relevant [Key Personnel](#) must be replaced by a person of at least equivalent skills, qualifications, competence, expertise and experience; and
 - (ii) the [Contractor](#) must advise [SEW](#), in writing, of the name and details of the skills, qualifications, competence, expertise and experience of the replacement person and must do so within 10 [Business Days](#) of the replacement; and
 - (iii) [SEW](#) may refuse to approve the [Key Personnel](#) who have or are being appointed.
- (c) If [SEW](#) notifies the [Contractor](#) that it refuses to approve the [Key Personnel](#) as provided for in paragraph 13.2(b)(iii) then the [Contractor](#) may nominate alternative personnel.

13.3 Qualification of Contractor's Personnel

- (a) The [Contractor's Personnel](#) must:
 - (i) have the skills, qualifications, competence, expertise and experience as set out in Schedule 4 and required by this [Accreditation Deed](#) and appropriate to the undertaking of the [Works](#) or [Services](#) (as is relevant to the [Contractor](#)); and
 - (ii) hold all necessary registrations, authorisations, permits or consents necessary and appropriate to the undertaking of the relevant [Works](#) or [Services](#).
- (b) The [Contractor](#) must:
 - (i) only deploy or permit the deployment of [Contractor's Personnel](#) who satisfy the requirements of paragraph 13.3(a) in undertaking the relevant [Works](#) or [Services](#); and
 - (ii) ensure that any of the [Contractor's Personnel](#) who undertake the relevant [Works](#) or [Services](#) satisfy the requirements of paragraph 13.3(a).

13.4 Responsibility for Contractor's Personnel

- (a) The [Contractor](#) is responsible for the [Contractor's Personnel](#) and for the actions of the [Contractor's Personnel](#). This includes any sub-contractors engaged by the [Contractor](#) or the [Contractor's Personnel](#).
- (b) The [Contractor](#) must ensure that all the [Contractor's Personnel](#) are aware of, and comply with, the relevant obligations arising under this [Accreditation Deed](#), the relevant requirements of this [Accreditation Deed](#) and [SEW's Requirements](#).

13.5 Suspension of Contractor's Personnel

The [Contractor](#) must, on the written request of [SEW](#), suspend the accreditation status of the [Contractor's Personnel](#) engaged in connection with the relevant [Works](#) or [Services](#) either wholly or in respect of the performance of a particular role in relation to the [Works](#) or [Services](#) only, and for the period nominated by [SEW](#), (in each case as specified in [SEW's](#) written request) 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;
- (b) the person's performance or conduct is, or has been, unsatisfactory in the context of the requirements relevant to [Accreditation](#);
- (c) the person has caused or contributed to a [Serious Incident](#); or
- (d) the person has breached, or caused or contributed to the [Contractor's](#) breach, of this [Accreditation Deed](#).

13.6 Replacement of Contractor's Personnel

If, following the suspension of any [Contractor's Personnel](#) in accordance with subclause 13.5 the [Contractor](#) has not demonstrated to [SEW](#) (in [SEW's](#) absolute discretion) within the period stated in the written request provided under subclause 13.5 that the relevant [Contractor's Personnel](#) has remedied the cause of the relevant suspension so that such cause no longer exists, then [SEW](#) may by written notice require the [Contractor](#) to, and the [Contractor](#) must, promptly replace, or procure the replacement of, such [Contractor's Personnel](#) to the extent that such [Contractor's Personnel](#) engagement in connection with the relevant [Works](#) or [Services](#) was suspended in accordance with subclause 13.5.

14. SEW's Requirements

14.1 Compliance with SEW's Requirements

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

14.2 Amendment of SEW's Requirements

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

14.3 Non-Conformance Report

- (a) If [SEW](#) becomes aware of any material deficiency, defect or non-compliance in relevant [Works](#) or [Services](#) then [SEW](#) may, without incurring any additional costs to [SEW](#), issue to the [Contractor](#) a report which:
 - (i) will detail the deficiency or defect which needs to be responded to detailing root cause, corrective and preventative action.
- (b) The [Contractor](#) must, in relation to all [Works](#) or [Services](#) undertaken following the issue of an Performance Improvement Report comply with the Performance Improvement Report.

- (c) The requirements of a Performance Improvement Report shall, thereafter, be regarded as obligations under this [Accreditation Deed](#) and be subject to the provisions of this [Accreditation Deed](#) as if they had been set out as obligations when this [Accreditation Deed](#) was first entered into.

15. OHS and Environment

15.1 OHS Obligations

- (a) The [Contractor](#) must, in undertaking the [Works](#) or [Services](#) (as is relevant to the [Contractor](#)) comply with the [OHS Law](#) and the [Environment Laws](#).
- (b) The [Contractor](#) must have an [OHS Management System](#) and an [Environmental Management System](#).
- (c) The [Contractor](#) must comply with, and ensure that the [Contractor's Personnel](#) comply with, [SEW's Living Safely Rules](#) (Schedule 8).

15.2 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](#).

15.3 Control of work site

The [Contractor](#) acknowledges and agrees:

- (a) that all of the [Contractor's Personnel](#) are the employees of and under the control and direction of the [Contractor](#) or subcontractors to the [Contractor](#); and
- (b) [SEW](#) is not exercising management and control over the area in which the [Works](#) or [Services](#) are being undertaken.

16. Serious Incidents

16.1 Keeping of Records

- (a) The [Contractor](#) must keep all documents and records relating to [Serious Incidents](#) and must keep those records and documents for a period of 5 years after the [Serious Incident](#).
- (b) The [Contractor](#) must allow [SEW](#), or a nominee of [SEW](#), to conduct an [Audit](#) of any of the documents and records to which paragraph 16.1(a) applies if requested to do so by [SEW](#).
- (c) The obligations under this subclause 16.1 are in addition to the obligations under paragraph 4.5 of Schedule 3 and paragraph 4.6 of Schedule 3.

16.2 Reporting of Serious Incidents

The [Contractor](#) must, as soon as practicable after any [Serious Incident](#) within Victoria, advise [SEW's Representative](#) in writing of:

- (a) the occurrence of the [Serious Incident](#);

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

16.3 Investigation of Serious Incidents

- (a) The [Contractor](#) must:
 - (i) as soon as practicable after a [Serious Incident](#), prepare a report into the [Serious Incident](#) which:
 - (A) identifies the key facts of the [Serious Incident](#); and
 - (B) identifies any immediate steps to be taken by the [Contractor](#) in response to the [Serious Incident](#) with the view to prevent a reoccurrence;
 - (ii) complete the report in accordance with this subclause 16.3 within 5 [Business Days](#) of the [Serious Incident](#); and
- (b) If in relation to a [Serious Incident](#) the [Contractor](#) has been issued with any notice under an [OHS Law](#), the [Contractor](#) must provide a copy of that notice to SEW within 2 [Business Days](#) of the receipt of the notice.
- (c) The [Contractor](#) must:
 - (i) advise [SEW](#) of the arrangements for and the timing of the preparation of the report;
 - (ii) allow [SEW](#), if it desires to do so, to contribute to or participate in the preparation of the report;
 - (iii) record the report in writing in a manner which results in an [Auditable](#) record of the development of the report and the matters referred to in paragraph 16.3(a)(i); and
 - (iv) provide [SEW](#) with a copy of the written record referred to in paragraph 16.3(c) 1.1(a)(iii) within 5 [Business Days](#).
- (d) [SEW](#) may investigate the [Serious Incident](#) (refer Schedule 6, clause 12) and:
 - (i) Undertake a thorough and detailed investigation of the key facts of the serious incident by the Land Development Group to determine the root cause of the incident and form a consensus on any action required.
 - (ii) Where appropriate, form an internal review panel consisting of subject matter experts from construction, safety, land development and senior management who will review the detailed investigation of the key facts and form a consensus of any action required.
 - (iii) Remedial actions may be initiated to establish [SEW](#) confidence that the circumstances which gave rise to the [Serious Incident](#) will not occur in the future.

16.4 Response to Serious Incidents

The [Contractor](#) must implement steps to prevent the circumstances which gave rise to the [Serious Incident](#) from occurring in the future; and this implementation must be confirmed/ detailed in writing to [SEW](#).

17. Insurances

17.1 Obligation to insure

The [Contractor](#) must maintain:

- (a) the insurances specified in Schedule 5;
- (b) all insurances required by a [Legislative Requirement](#); and
- (c) all other insurances which a reasonable prudent contractor in the position of the [Contractor](#) would maintain.

17.2 Subcontractors

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

17.3 Status of insurer

The insurances required pursuant to subclause 17.1 must be taken out with a reputable insurer which is permitted by the *Insurance Act 1973* (Cth) to undertake insurance in Australia.

17.4 Evidence of insurance

The [Contractor](#) must, within 5 [Business Days](#) of the [Commencement Date](#) and, within 5 [Business Days](#) of each request from [SEW](#), provide to [SEW](#) evidence of compliance with this clause 17 in the form of a certificate of currency.

17.5 No undermining

The [Contractor](#) must not, and must ensure that those who it can influence do not do any act or permit or suffer any circumstances by which a policy of insurance required to be taken out under this clause 17 may at any time become void or voidable. If this does occur, it may result in a Performance Improvement or a [Show Cause Notice](#) being issued by [SEW](#) to the [Contractor](#).

17.6 Cancellation

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

17.7 Indemnity

The [Contractor](#) indemnifies [SEW](#) in relation to any loss, cost, expense or liability incurred or suffered by [SEW](#) by reason of or in connection with any failure by the [Contractor](#) to comply with the obligations under this clause 17.

17.8 Claims

The [Contractor](#) must:

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

18. Works Information

18.1 Provision of the Works Information

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

18.2 Form of the Works Information

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

18.3 Accuracy of the Works Information

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

19. SEW Information

19.1 Relevance of SEW Information

The [Contractor](#):

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

19.2 No warranty

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

19.3 No Claim

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

19.4 Use of SEW Information

- (a) The [Contractor](#) must not:
 - (i) use any [SEW Information](#) for any purpose other than the undertaking of the [Works](#) or [Services](#) (as is relevant to the [Contractor](#)); and
 - (ii) must not pass any [SEW Information](#) to any third party other than for the purpose of undertaking of the [Works](#) or [Services](#).
- (b) If the [Contractor](#) passes any [SEW Information](#) to any third party as permitted by paragraph 19.4(a)(ii) the [Contractor](#) must advise the recipient of that information of the matters set out in subclause 19.1 and subclause 19.2.

20. Intellectual Property

20.1 Contractor's obligations

The [Contractor](#):

- (a) warrants that the [Works](#) or [Services](#) (as is relevant to the [Contractor](#)) and the [Works Information](#) will not infringe the [Intellectual Property Rights](#) of any third party;

- (b) grants to [SEW](#) an irrevocable, perpetual, royalty free, unconditional licence to use the [Works](#) or [Services](#) (as is relevant to the [Contractor](#)) and the [Works Information](#) in whatever reasonable manner [SEW](#) finds convenient in respect of conducting its business and discharging its obligations; and
- (c) warrants that it is able to grant the licence provided for in paragraph 20.1(b).

20.2 SEW's intellectual property

- (a) The [Contractor](#) acknowledges that the provision to it of any of [SEW's Information](#) does not give to the [Contractor](#) any [Intellectual Property Rights](#) in that information (other than in respect of the licence granted in paragraph 20.2(b)).
- (b) [SEW](#) grants to the [Contractor](#) a royalty free licence to use [SEW's Information](#) for the purpose of undertaking the [Works](#) or [Services](#).

21. Confidentiality

21.1 Use of SEW Confidential Information

The [Contractor](#):

- (a) must only use [SEW Confidential Information](#) solely for the purpose of undertaking of the [Works](#) or [Services](#);
- (b) must not disclose [SEW Confidential Information](#) other than as permitted in this [Accreditation Deed](#);
- (c) must only disclose [SEW Confidential Information](#) to persons who:
 - (i) are aware and agree that the [SEW Confidential Information](#) must be kept confidential; or
 - (ii) have signed any confidentiality deed required by [SEW](#) from time to time,
 and either:
 - (iii) has a need to know (and only to the extent that each has a need to know); or
 - (iv) has been approved by [SEW](#) from time to time;
- (d) must ensure that the [Contractor's Personnel](#) keep confidential all [SEW Confidential Information](#), other than in circumstances where disclosure is permitted by this [Accreditation Deed](#); and
- (e) must ensure that the [Contractor's Personnel](#) only use [SEW Confidential Information](#) solely for the purpose of undertaking of the [Works](#) or [Services](#).

21.2 Use of Contractor Confidential Information

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

- (b) [SEW](#) is permitted to share [Contractor Confidential Information](#) associated with this [Accreditation Deed](#) or the [Performance Regime](#) with Yarra Valley Water and Greater Western Water and Victorian Government bodies.

21.3 Breach of Confidence

- (a) The [Contractor](#) must immediately notify [SEW](#) of any suspected or actual unauthorised use, copying or disclosure of [SEW Confidential Information](#).
- (b) The [Contractor](#) must provide assistance reasonably requested by [SEW](#) in relation to any proceedings [SEW](#) may take against any person for unauthorised use, copying or disclosure of [SEW Confidential Information](#).
- (c) The [Contractor](#) acknowledges that damages will not be an adequate remedy in relation to any breach of this clause 21 and that [SEW](#) will be entitled to take injunctive proceedings in relation to, or to prevent any such breach.

21.4 Limit of obligations

The obligations in this clause 21 do not apply to:

- (a) information already in the public domain (other than as a result of a breach of this clause 21);
- (b) any disclosure required by the listing rules of the Australian Stock Exchange; or
- (c) any disclosure required by law.

21.5 Survival

The obligations in this clause 21 survive the termination or expiration of this [Accreditation Deed](#).

22. Performance Regime

22.1 Application of regime

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

22.2 Consequences of regime

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

- (a) the [Contractor's Accreditation Status](#) being altered;
- (b) a [Show Cause Notice](#) being issued;
- (c) the [Contractor](#) being the subject of [Intensive Auditing](#);
- (d) the [Contractor's Accreditation](#) being suspended;
- (e) the [Contractor's Accreditation](#) being terminated;
- (f) the imposition of additional or amended [Accreditation Conditions](#);
- (g) suspension of accredited [Key Personnel](#);
- (h) removal of accredited [Key Personnel](#); or

- (i) any combination of the above matters.

22.3 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 [Rectification Plan](#) and may be subject to continued performance management by [SEW](#).
- (c) [SEW](#) may issue a [Show Cause Notice](#)

23. Show Cause Notice

23.1 Service of notice

- (a) [SEW](#) may issue a [Show Cause Notice](#) to the [Contractor](#) if:
 - (i) the [Contractor](#) is in breach of this [Accreditation Deed](#);
 - (ii) any warranty given by the [Contractor](#) under this [Accreditation Deed](#) is breached;
 - (iii) an [Intensive Audit](#) has been implemented for a period in excess of 3 months or is implemented for a second time in any period of 24 months; or
 - (iv) the issue of such a notice is provided for in the [Performance Regime](#);
 - (v) the [Contractor](#) does not provide an adequate [Rectification Plan](#) under clause 22.3(b); 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 23.1;
 - (ii) set out the circumstances relied upon in relation to the notice; and
 - (iii) set out the time within which the [Contractor](#) must show cause (which time must not be less than 5 [Business Days](#) from the date of the [Show Cause Notice](#)).

23.2 Response to Show Cause Notice

- (a) Upon receipt of a [Show Cause Notice](#), the [Contractor](#) must provide a response to the notice within the time specified in the [Show Cause Notice](#).
- (b) The [Contractor's](#) response must:
 - (i) set out the reasons for the breach occurring or circumstance arising;
 - (ii) identify what steps the [Contractor](#) will take in order to ensure that the breach or circumstance ceases;
 - (iii) identify what steps the [Contractor](#) will take in order to prevent the breach or circumstance occurring again in the future;

- (iv) describe the steps the [Contractor](#) proposes to take in order to rectify and resolve the effects of the breach or the circumstance; and
- (v) set out reasons why [SEW](#) should not take further action under this [Accreditation Deed](#) in relation to the breach or circumstance.

23.3 Consideration of Show Cause Notice

Upon receipt of a response from the [Contractor](#) as contemplated by subclause 23.2 [SEW](#) may, in its absolute discretion, advise the [Contractor](#) as to whether [SEW](#):

- (a) intends to terminate the [Contractor's Accreditation](#);
- (b) considers that the response does not adequately address the matters required to be addressed under subclause 23.2;
- (c) intends to implement an [Intensive Audit](#) under clause 25.6;
- (d) intends to permit the [Contractor's Accreditation](#) to remain;
- (e) intends to permit the [Contractor's Accreditation](#) to remain but at a different [Accreditation Status](#);
- (f) intends to permit the [Contractor's Accreditation](#) to remain subject to certain conditions;
- (g) intends to permit the [Contractor's Accreditation](#) to remain subject to the [Contractor](#) being placed on [Probation](#); or
- (h) intends to terminate the [Accreditation Deed](#).

23.4 Inadequate response

- (a) If [SEW](#) advises the [Contractor](#) that it considers that the response does not adequately address the matters required to be addressed under subclause 23.2 then [SEW](#) may, in its absolute discretion:
 - (i) call for the [Contractor](#) to again respond as required under subclause 23.2; or
 - (ii) elect to follow one of the other options set out in subclause 23.3.
- (b) If [SEW](#) calls for the [Contractor](#) to again respond as required under subclause 23.2 the [Contractor](#) must do so within the time directed by [SEW](#).
- (c) Subclause 23.3 and subclause 23.4 shall continue to apply until [SEW](#) considers that the response does adequately address the matters required to be addressed under subclause 23.2 or until [SEW](#) has elected to follow one of the other options set out in subclause 23.23.

23.5 Compliance with Response

If [SEW](#) advises the [Contractor](#) that it intends to permit the [Contractor's Accreditation](#) to remain (with or without conditions) as contemplated by paragraph 23.3(d) or paragraph 23.3(f) then:

- (a) the [Contractor](#) must, thereafter, take the steps, and continue to take the steps, set out in the response from the [Contractor](#) (being the steps described in paragraphs 23.2(b)(ii), 23.2(b)(iii) and 23.2(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.

23.6 Change in Accreditation Status

If [SEW](#) advises the [Contractor](#) that it intends to permit the [Contractor's Accreditation](#) to remain but at a different [Accreditation Status](#), as contemplated by paragraph 23.3(e) then as from the date of receipt or deemed receipt of that advice:

- (a) the [Contractor](#) is only entitled to undertake the [Works](#) or [Services](#) permitted to be undertaken in respect of that [Accreditation Status](#); and
- (b) the [Contractor](#) must comply with [SEW's Requirements](#) in relation to that [Accreditation Status](#).

23.7 Conditions

If [SEW](#) advises the [Contractor](#) that it intends to permit the [Contractor's Accreditation](#) to remain with conditions, as contemplated by paragraph 23.3(f) then:

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

23.8 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 23.1 and substantial compliance with subclause 23.1 shall be sufficient.

24. Performance Discussion

24.1 Deferral of Show Cause Notice

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

- (a) to participate in a discussion with [SEW](#) in relation to the [Contractor's](#) performance under this [Accreditation Deed](#);
- (b) to provide an undertaking as to the future performance of the [Contractor](#); or
- (c) to do a combination of the above.

24.2 Undertakings and conditions

- (a) [SEW](#) may, in its absolute discretion, accept an undertaking as to the future performance from the [Contractor](#).
- (b) The undertaking may set out conditions which the [Contractor](#) agrees to abide by in the future.
- (c) If any undertaking sets out conditions as provided for in paragraph 24.2(b) then:
 - (i) the [Contractor](#) must, thereafter, comply with those conditions; and

- (ii) the conditions shall, thereafter, be regarded as [Accreditation Conditions](#) and be subject to the provisions of this [Accreditation Deed](#) as if they had been set out as [Accreditation Conditions](#) when this [Accreditation Deed](#) was first entered into.
- (d) Any undertaking given by the [Contractor](#) as provided for in paragraph 24.2(b):
 - (i) must be adhered to by the [Contractor](#); and
 - (ii) shall, thereafter, be regarded as obligations under this [Accreditation Deed](#) and be subject to the provisions of this [Accreditation Deed](#) as if they had been set out as obligations when this [Accreditation Deed](#) was first entered into.

24.3 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 24.3(a) then [SEW](#) will be free to issue the [Show Cause Notice](#).

25. Auditor

25.1 Right to Appoint

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

- (a) [SEW](#) has become entitled to do so by reason of paragraph 23.3(c);
- (b) the appointment of a [Performance Auditor](#) is provided for in the [Performance Regime](#); or
- (c) [SEW](#) notifies the [Contractor](#) that it intends to carry out a [SEW Systems Verification Audit \(2nd Party Office Audit\)](#).

25.2 Role of an Auditor

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

- (a) to monitor the performance of the [Works](#) or [Services](#) (as is relevant to the [Contractor](#)) and compliance with this [Accreditation Deed](#) by the [Contractor](#); and
- (b) to report to [SEW](#) on the matters referred to in paragraph 25.2(a),
- (c) with a view to ensuring that the circumstances giving rise to the appointment of the [Performance Auditor](#) cease to exist and will not arise again in the future.

25.3 Cooperation with the Auditor

The [Contractor](#) must:

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

25.4 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.

25.5 Cost of the Auditor

- (a) The cost of the [Auditor](#) will be borne by [SEW](#) unless [Intensive Auditing](#) is implemented;
- (b) If [Intensive Auditing](#) is implemented the [Contractor](#) must, within 20 [Business Days](#) of each request by [SEW](#), reimburse [SEW](#) all costs associated with the engagement, management and reporting of the [Auditor](#) undertaking the [Intensive Audit](#).

25.6 Intensive Audits

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

25.7 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.

26. Termination of Accreditation

26.1 Termination of Accreditation

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

- (a) a [Show Cause Notice](#) has been served on the [Contractor](#) and the [Contractor](#) has not responded as required by subclause 23.2; or
- (b) a [Show Cause Notice](#) has been served on the [Contractor](#) and [SEW](#) has advised that it intends to terminate the [Accreditation Deed](#) as contemplated by paragraph 23.3(a); or
- (c) the [Contractor](#) fails to take a step or continue to take a step the subject of subclause 23.5; or
- (d) the [Contractor](#) fails to comply with a condition the subject of subclause 23.7; 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.

26.2 Timing of termination

- (a) If [SEW](#) is to terminate the [Contractor's Accreditation](#) under subclause 26.1 it may, in the notice to the [Contractor](#), nominate a future date upon which the termination is to take effect. The [Accreditation](#) will be terminated upon that date.
- (b) If no such date is nominated then the [Accreditation](#) is terminated from the date of receipt, or deemed receipt, of the notice.
- (c) No new jobs can be taken on beyond the future date upon which the termination is to take effect.

26.3 Termination of Accreditation

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

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

26.4 Consequences of termination

If the [Contractor's Accreditation](#) is cancelled under paragraph 6.5(c) or subclause 26.1 or ceases as noted in subclause 26.3 then the [Contractor](#):

- (a) may complete any of the [Works](#) or [Services](#) it then has underway (unless [SEW](#) directs the [Contractor](#) to immediately cease undertaking all [Works](#) or [Services](#));
- (b) must, if so directed by [SEW](#) immediately cease undertaking all [Works](#) or [Services](#) (except to the extent necessary to make safe any circumstance which would otherwise be unsafe);
- (c) must not commence the undertaking of any further [Works](#) or [Services](#); and
- (d) cannot apply for [Accreditation](#) until after a 12 month period has elapsed since the cancellation of the [Contractor's Accreditation](#), unless otherwise agreed by [SEW](#).

27. Suspension of Accreditation

27.1 Entitlement to suspend

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

27.2 Immediate suspension

- (a) If [SEW](#) forms the view that it is prudent, in order to prevent any loss, damage or injury or a material or repeated breach of this [Accreditation Deed](#), to immediately suspend the [Contractor's Accreditation](#) then [SEW](#) may issue a notice to the [Contractor](#) suspending the [Contractor's Accreditation](#) from a time and date nominated in the notice.
- (b) The [Contractor's Accreditation](#) is suspended from the time and date nominated in the notice delivered pursuant to paragraph 27.2(a).

- (c) As soon as practicable following the delivery of a notice pursuant to paragraph 27.2(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 27.2(a) then the suspension ceases.

27.3 Duration of suspension

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

- (a) suspend the [Accreditation](#) for a defined period of time;
- (b) suspend the [Accreditation](#) until certain specified conditions are satisfied; and
- (c) nominate a maximum permitted duration for the suspension.

27.4 Consequences of suspension

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

27.5 Conditions

If [SEW](#) suspends the [Accreditation](#) until certain specified conditions are satisfied and those conditions are satisfied then:

- (a) upon satisfaction of the conditions [SEW](#) will give notice to the [Contractor](#) that the suspension has ceased and the suspension shall cease from the date of the notice;
- (b) the [Contractor](#) must, thereafter, comply with those conditions; and
- (c) the conditions shall, thereafter, be regarded as [Accreditation Conditions](#) and be subject to the provisions of this [Accreditation Deed](#) as if they had been set out as [Accreditation Conditions](#) when this [Accreditation Deed](#) was first entered into.

27.6 Maximum duration

- (a) If a maximum permitted duration is specified for a suspension as contemplated by paragraph 27.3(c) then if the suspension has not ceased by the expiration of the duration then [Contractor's Accreditation](#) is automatically terminated.

28. Dispute Resolution

28.1 Dispute process

- (a) In the event of a dispute or difference between the parties (**dispute**) arising out of or in connection with this [Accreditation Deed](#) or the undertaking of the [Works](#) or [Services](#) (as is relevant to the [Contractor](#)) the parties must follow this clause 28.
- (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 28.

- (c) The parties must continue to comply with this [Accreditation Deed](#) notwithstanding the existence of a [dispute](#).

28.2 Prevention by collaboration

The parties will seek to prevent any [dispute](#) from arising by constant collaboration.

28.3 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](#)**).

28.4 Parties to meet

If a party issues a [notice of dispute](#) under 28.3 and the [dispute](#) is not able to be resolved by the [Contractor's Representative](#) and [SEW's Representative](#) within 14 days, the nominated senior executive officer (or equivalent) of each of [SEW](#) (on the one hand) and the [Contractor](#) (on the other hand) will promptly meet and discuss in good faith with a view to resolving such Dispute.

28.5 Mediation

- (a) If any [dispute](#) is unable to be resolved in accordance with clause 28.4 within a further 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](#).

28.6 Arbitration or litigation

- (a) If the parties fail to settle any [dispute](#) in accordance with clause 28.5 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 28.6(a), either party may submit the [dispute](#) for resolution to the exclusive jurisdiction of the Courts of Victoria, Australia.

28.7 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 28.

28.8 Interlocutory relief

Nothing in this clause 28 is to be taken as preventing any party to a [dispute](#) from seeking interlocutory relief in respect of such [dispute](#).

28.9 Parties Obligations

The parties must use their reasonable efforts to resolve the [dispute](#) through the process described in this clause 28, including arranging and attending meetings to discuss the [dispute](#).

28.10 Survival

This clause 28 survives the termination or expiration of this [Accreditation Deed](#).

29. Audit

29.1 Retention of documents and records

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

29.2 Entitlement to undertake audit

The [Contractor](#) must allow [SEW](#), or a nominee of [SEW](#), to inspect the documents and records to which subclause 29.1 applies and to conduct an [Audit](#) of those documents and records if requested to do so by [SEW](#).

30. Notices

30.1 Application of clause

In this clause 30 reference to notice means a notice, consent, approval or other communication.

30.2 Requirements for Notices

Any notice given under or in relation to this [Accreditation Deed](#) must:

- (a) be in writing;
- (b) be signed by or on behalf of the party giving the notice;
- (c) be delivered to each of [SEW's Representative](#) and the [Contractor's Representative](#);
- (d) comply with the requirements of this [Accreditation Deed](#);
- (e) be delivered as provided for in this [Accreditation Deed](#); and
- (f) state on the face of the notice:
 - (i) that it is a notice pursuant to this [Accreditation Deed](#);
 - (ii) which clause or clauses of this [Accreditation Deed](#) the notice relates to; and
 - (iii) what issue or issues the notice relates to.

30.3 Non compliance with requirements

If a notice does not comply with this clause 30, it cannot be relied upon and will not be taken to be a valid notice under this [Accreditation Deed](#).

30.4 Mode of Service

A notice may be served by:

- (a) hand; or

- (b) post; or
- (c) electronic mail.

30.5 Address for Service

- (a) The addresses for service are set out in Item 7 and Item 8 of 0.
- (b) The address for service (including 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 or by hand.

30.6 Time of Service

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

- (a) where the notice is permitted to be delivered by hand and is delivered by hand, when it has been delivered to the address of the addressee provided for in this [Accreditation Deed](#) in which case it shall be deemed to have been given upon delivery;
- (b) where the notice is permitted to be sent by post and is sent by post, when it has been sent by pre-paid ordinary post to the address provided for in this [Accreditation Deed](#), in which case it shall be deemed to have been given on the third [Business Day](#) after posting; or
- (c) in the case of 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.

30.7 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](#).

31. Miscellaneous

31.1 Governing Law

This [Accreditation Deed](#) is governed by the laws of Victoria.

31.2 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.

31.3 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.

31.4 Alteration

This [Accreditation Deed](#) may only be altered or varied in writing signed by the parties.

31.5 Consents and conditions

- (a) Where [SEW](#) is called upon, or is able to give any approval or consent or exercise any discretion pursuant to this [Accreditation Deed](#) [SEW](#) may:
 - (i) give the approval or consent or exercise any discretion;
 - (ii) not give the approval or consent or exercise any discretion; or
 - (iii) give the approval or consent or exercise any discretion subject to conditions.
- (b) Where [SEW](#) gives any approval or consent or exercises any discretion subject to conditions:
 - (i) the approval or consent or exercise of the discretion shall not be taken to be given or the discretion exercised until the conditions are fulfilled;
 - (ii) the person enjoying the benefit of the approval or consent or exercise of the discretion must comply with or fulfil the conditions;
 - (iii) if, at any time, the person enjoying the benefit of the approval or consent or exercise of the discretion (the **Approval**) fails to comply with or fulfil the conditions or is otherwise in breach of the conditions, the Approval will be void from the beginning and matters as between [SEW](#) and the [Contractor](#) will be as if the Approval had not been given (save that [SEW](#) will continue to enjoy the benefit of any compliance with the conditions).

31.6 Contractor's breach

- (a) Any breach of this [Accreditation Deed](#) by the [Contractor](#) shall be taken to be committed afresh each day until the breach ceases.
- (b) [SEW's](#) rights in relation to any breach of this [Accreditation Deed](#) by the [Contractor](#) shall accrue afresh each day until the breach ceases.
- (c) No indulgence or delay by [SEW](#) shall prejudice [SEW](#) in the exercise of its rights or be taken to be an election by [SEW](#).

31.7 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.

31.8 Survival

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

31.9 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.

31.10 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.

31.11 Counterparts

This [Accreditation Deed](#) may be executed in any number of counterpart or copies, with signatures appearing on different counterparts or copies, and this has the same effect as if the signatures on the counterparts or copies were on a single copy of this [Accreditation Deed](#). Without limiting the foregoing, if any of the signatures on behalf of one party are on different counterpart or copies of this [Accreditation Deed](#), this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this [Accreditation Deed](#). A party who has executed a counterpart of this [Accreditation Deed](#) may exchange it with another party by faxing, or by emailing a pdf (portable document format) copy of, the executed counterpart to that other party.

31.12 Electronic Execution

The parties agree that:

- (a) a party may execute this [Accreditation Deed](#) by electronically signing a soft copy of this [Accreditation Deed](#), and the parties intend to bind themselves accordingly (including through their electronic signature appearing in the [Accreditation Deed](#));
- (b) this will be taken to satisfy any statutory or other requirements for this [Accreditation Deed](#) to be in writing and signed by that party;
- (c) any soft copy of this [Accreditation Deed](#) so signed will constitute an executed original counterpart, and any print-out of the copy with the relevant signatures appearing will also constitute an executed original counterpart; and
- (d) where a party prints out this [Accreditation Deed](#) after all parties that are signing electronically have done so, the first print-out by that party after all signatories who are signing through electronic means will also be an executed original counterpart of this [Accreditation Deed](#). Each signatory confirms that their signature appearing in this [Accreditation Deed](#), including any such print-out (irrespective of which party printed it), is their personal signature authenticating it.

31.13 Relationship

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

31.14 Costs

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

31.15 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.

31.16 Amendment

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

31.17 Assignment or Novation

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

31.18 Privacy

The [Accreditation Status](#) of consultants and contractors will be publicly available on the [SEW](#) website. [SEW](#) reserves the right to share [Audit, Serious Incidents](#) and information provided via the [Arcus](#) system with Yarra Valley Water, Greater Western Water, Melbourne Water Corporation and Victorian Government bodies. [Contractors](#) will not have access to the detailed [Audit, Serious Incidents](#) and information provided via the [Arcus](#) system relating to parties other than themselves.

Schedule 1 – Variable Information

#	Clause	Item	Information	
1.	1.1	Accreditation Period	Accreditation Period commences	
			Accreditation Period lapses	
2.	1.1	Accreditation Status	<ul style="list-style-type: none"> • Self-Certifying • Certified • Qualified • Project Specific 	
3.	1.1	Accredited Category/s		
4.	1.1	Commencement Date	Date	
5.	1.1	Contractor	Title	
			ABN	
			ACN	
			Trading as	
6.	1.1	Contractor's Representative	Name	
7.	30.5	Contractor's Address	Address	
			Telephone	
			Email	
8.	30.5	SEW's Address	Address	WatersEdge 101 Wells Street, Frankston Vic. 3199
			Telephone	9552 3306 / 0408 397 161
9.			Email	Bruce.Johnson@sew.com.au
10.	1.1	SEW's Representative	Name	Bruce Johnson
11.	12.3(a)	Liability	Amount	\$20 million

Schedule 2 – Accreditation Conditions

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

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

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

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

Schedule 3 – SEW's Requirements

1. Change Events

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

2. Compliance with Codes, Manuals and Specifications

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

- 1) Relevant [SEW](#) technical codes;
- 2) Melbourne Retail Water Agency Standards (MRWA) codes, supplements and specifications;
- 3) Water Services Association of Australia (WSAA) codes and specifications;

And other documents:

- (a) AS/NZS 4801 or AS/NZS ISO 45001, OH&S Management System or the Civil Construction Management Code (CCF), whichever standard the [Contractor](#) is certified to;
- (b) AS/NZS ISO 9001 Quality Management Systems or the Civil Construction Management Code (CCF), whichever standard the [Contractor](#) is certified to;
- (c) AS/NZS ISO 14001 Environmental Management System or the or the Civil Construction Management Code (CCF), whichever standard the [Contractor](#) is certified to;
- (d) Australian Standards;
- (e) the Model Workplace Relations Management Plan under the *Implementation Guidelines to the Victorian Code of Practice for the Building and Construction Industry* provided by the Department of Treasury and Finance to the extent that the code is applicable to the [Works](#) or [Services](#);
- (f) [SEW's Land Development Policies and Pricing Manual](#); and
- (g) Melbourne Retail Water Authorities (MRWA) (products) WebPortal <https://mrwa.com.au/Pages/Products.aspx>

3. SEW's Administrative Process

3.1 Documents called for by SEW's Administrative Process

- (a) The [Contractor](#) must complete all the documents which [SEW's Administrative Process](#) calls for the [Contractor](#) to complete and must do so within the time provided for in [SEW's Administrative Process](#).
- (b) The [Contractor](#) warrants that:
 - (i) it will take care in completing the documents referred to in paragraph 3.1(a);

- (ii) the documents which it completes which are referred to in paragraph 3.1(a) will be accurate and complete and will not be misleading; and
- (iii) it will not complete such documents unless it has sufficient knowledge of the circumstances the subject of the documents to enable it to complete those documents in accordance with this paragraph 3.1.

3.2 Content of SEW's Administrative Process

- (a) [SEW's Administrative Process](#) may contain or describe:
 - (i) obligations to be discharged by the [Contractor](#);
 - (ii) actions to be undertaken by the [Contractor](#);
 - (iii) preconditions to certain events occurring or steps being taken; and
 - (iv) consequences of certain events occurring or steps being taken (including consequences in the nature of releases, warranties or indemnities).
- (b) The obligations, actions, preconditions and consequences referred to in paragraph 3.2 and the other content of [SEW's Administrative Process](#) will be given effect to between the parties as if they were included in and restated in this [Accreditation Deed](#).

4. Management Systems

4.1 Preparation of Management Systems

- (a) The [Contractor](#) must prepare the [Management Systems](#) to support the performance of the [Contractor's](#) obligations under this [Accreditation Deed](#).
- (b) The [Contractor](#) must retain a copy of any such [Management System](#) and have it available for inspection by [SEW](#) upon request.
- (c) If the [Contractor](#) amends any of the [Management Systems](#) and that change has a material impact on the manner in which the [Contractor](#) carries out the [Works](#) or performs [Services](#), the [Contractor](#) must forthwith advise SEW of the changes and upon SEW's request provide a copy of the amended system to [SEW](#) and to all relevant parties on the site where the [Works](#) or [Services](#) are being undertaken.

4.2 Compliance with Management Systems

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

4.3 Requirements for Management Systems

The [Management Systems](#) must:

- (a) comply with any relevant [Legislative Requirements](#);
- (b) comply with the [OHS Law](#);
- (c) be certified by an accredited JAS-ANZ certifying body to the following standards:
 - (i) AS/NZS 4801 or AS/NZS ISO 45001 (OH&S Management System);
 - (ii) AS/NZS ISO 9001 (Quality Management System); and

(iii) AS/NZS ISO 14001(Environmental),

or alternatively the Civil Construction Management Code (CCF);

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

4.4 Inadequate Management Systems

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

4.5 Documents

- (a) The [Contractor](#) must retain all data, document and records relevant to the [Management Systems](#) for a period of 5 years after the completion of the relevant or [Services](#) (as is relevant to the [Contractor](#)).
- (b) The [Contractor](#) must provide [SEW](#) with copies of any data, documents and records relevant to the [Management Systems](#) if requested to do so by [SEW](#).

4.6 Audit of Management Systems

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

4.7 Additional Obligations

The obligations under paragraph 4.5 and paragraph 4.6 are in addition to the obligations under subclause 16.1 of the [Accreditation Deed](#).

5. Quality

5.1 Status of the Quality Management System

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

5.2 Requirements for Quality Management System

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

5.3 Deficiencies

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

Schedule 4 – Key Personnel

1. Key Roles

The [Key Role](#) is Construction Supervisor.

2. Construction Supervisor

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

- (a) to be an ‘Accredited Key Personnel’ Construction Supervisor and is prepared, and appropriately qualified, to undertake each of the obligations of the Construction Supervisor set out in this [Accreditation Deed](#);
- (b) properly supervise and be in attendance for all construction activities for the [Works](#);
- (c) ensure that the [Works](#) and the [Services](#) are undertaken in a safe manner and that the requirements of all [Legislative Requirements](#), including the [OHS Law](#), are met in undertaking the [Works](#) and the [Services](#);
- (d) comply with the [Land Development Policies and Pricing Manual](#) as it relates to the construction of the [Works](#);
- (e) ensure that each element of the [Works](#) and each element of the [Services](#) are constructed in accordance with:
 - (i) the [Design](#);
 - (ii) [SEW’s Requirements](#);
 - (iii) the requirements of the development agreement published on SEW’s website, as amended from time to time; and
 - (iv) any other project specific requirements stated in the [Development Agreement](#) to the extent that those project specific requirements have been notified to the [Contractor](#) by the [Developer](#), the [Developer's Representative](#) or an [Accredited Consultant](#);
- (f) ensure that any person engaged by the [Contractor](#) (whether directly or indirectly) to perform any aspect of the [Works](#) or the [Services](#) is appropriately trained and qualified to perform those [Works](#) or those [Services](#);
- (g) without limiting the foregoing, ensure that any person engaged by the [Contractor](#) (whether directly or indirectly) to:
 - (i) undertake construction activities, has the qualifications specified in the [Land Development Policies and Pricing Manual](#);
 - (ii) undertake works in confined spaces, complies with SEW's "Confined Space Procedures", set out in the [Land Development Policies and Pricing Manual](#); and
 - (iii) undertake work on any [Live Assets](#), complies with:
 - (A) all relevant provisions of the [Land Development Policies and Pricing Manual](#) concerning [Live Assets](#);
 - (B) any other written requirement of [SEW](#), given to the [Contractor](#); and

- (C) all [SEW](#) live sewer administrative processes and procedures, including [Manage Developer Works](#).
- (h) ensure that all materials for the [Works](#) are either materials specified in the Approved Products List via the MRWA web portal <https://mrwa.com.au/Pages/Products.aspx>, or if they are not so specified, have been approved by [SEW](#);
- (i) as far as practicable, ensure that any excavation made as part of the [Works](#) is wholly contained within an easement granted, or land transferred, or proposed to be granted or transferred, to [SEW](#) and ensure that:
 - (i) the [Contractor](#) promptly backfills such part of the excavation as is not contained within that easement or transferred land; or
 - (ii) the area of any easement or transferred land is increased to include that part of the excavation;
- (j) comply with the [Design](#) carrying out construction of the [Works](#) (but acknowledging that compliance by the [Contractor](#) with the [Design](#) does not otherwise discharge any of the [Contractor](#)'s obligations).

The Construction Supervisor must comply with the following:

Accredited Contractors – Construction Services – Key Personnel Construction Supervisor Qualifications & Competencies for Categories of Works - SEWER			
	Key Personnel – Construction Qualifications	Key Personnel – Construction Competencies	Company Requirements
Sewer reticulation DN 280 <3.5m deep (SC1)	Essential <ol style="list-style-type: none"> OHS Industry Induction (Red / White Card). Confined Space Entry training (current) <ul style="list-style-type: none"> Enter and work in confined space RIIWHS202E Provide pulmonary resuscitation HLTAID001 Day 1 of the MRWA Sewerage Installation Quality Accreditation course; and One of the following: <ul style="list-style-type: none"> Day 2 of the MRWA Sewerage Installation Quality Accreditation (practical); or A Plumber's Victorian Building Authority Registration issued for the 'drainage class'; or Certificate III unit – Install Sewer Pipelines RIICPL303D 	Essential <ul style="list-style-type: none"> Substantial participation in three (3) previous SC1 works; and Minimum 5 years industry experience specific to SC1 works 	<ul style="list-style-type: none"> Management System 3rd Party Certified to AS/NZS ISO 9001, AS/NZS ISO 14001, AS/NZS ISO 4801/AS/NZS ISO 45001 or Civil Construction Management Code (CCF). Public Liability insurance for a minimum of AU\$20M. (SEW listed as interested party) Current WorkCover insurance Holder of Relevant MRWA edition of Sewerage Code WSA 03. Holder of relevant South East Water specifications Project Management Plan Inspection & Test Plan Requirements as set out in Arcus
Sewer Retic <DN 280 > 3.5m and <5m deep (SC1(a))		<ul style="list-style-type: none"> Substantial participation in three (3) previous relevant SC1(a) works; and Minimum 5 years industry experience specific to SC1 works 	
Sewer Branch > DN 280 (SC2)	<ol style="list-style-type: none"> Trench Shoring (RIICCM210E) or equivalent Mobile Plant Operator Training NOHSC 7019 LE, RIIMP0319 or RIIMPO320B) 	<ul style="list-style-type: none"> Substantial participation in three (3) previous SC2 works; and Minimum 5 years industry experience specific to SC1 works. 	
Pressure Sewers (SC3)	<ol style="list-style-type: none"> Spotters Electrical Safety (for awareness purposes only) Certificate III Water Operations/Civil Construction Course (SC2, SC4, SC5, R1, R2, R3), Implementation date to be agreed to by Peak bodies. Desirable <ul style="list-style-type: none"> Worksite Traffic management OH&S Safety Rep. Course Laser Safety 	<ul style="list-style-type: none"> Substantial participation in three (3) previous relevant SC3 works; and Minimum 5 years experience specific to SC1 works 	As for SC1 and holder of: <ul style="list-style-type: none"> Pressure Sewer Code WSA 07.

<p>Sewerage Pumping Station & Rising Main (SC4)</p>	<p>As for SC1</p>	<ul style="list-style-type: none"> Substantial participation in three (3) previous relevant SC4 works; and <p>Minimum 5 years industry experience specific to SC1 works.</p>	<p>As for SC1 and holder of;</p> <ul style="list-style-type: none"> Sewer Pumping Station Code of Australia WSA 04 – 2005 and <p>Sewer Pumping Station Code of Australia WSA 04 – 2005 SEW Supplementary Manual</p>
<p>Sewerage Pumping Station (cast-in-situ) & Rising Main (SC5)</p>	<p>As for SC1</p>	<ul style="list-style-type: none"> Substantial participation in three (3) previous relevant SC4 works; and <p>Minimum 5 years industry experience specific to SC1 works.</p>	<p>As for SC1 and holder of;</p> <ul style="list-style-type: none"> Sewer Pumping Station Code of Australia WSA 04 – 2005 and <p>Sewer Pumping Station Code of Australia WSA 04 – 2005 SEW Supplementary Manual</p>

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

SC1	Reticulation: Construction of gravity sewerage mains \leq DN 280 and \leq 3.5m deep including all pipe, fittings and structures.
SC1(a)	Reticulation: Construction of gravity sewerage mains \leq DN 280 and $>$ 3.5m and \leq 5m deep including all pipe, fittings and structures.
SC2	Branch/Main Sewers: Construction of gravity sewerage mains $>$ DN 280 or $>$ 5m deep including all pipe, fittings and structures.
SC3	Reticulation Pressure Pipelines in Sewerage Systems: Construction of pressure sewerage reticulation networks $<$ DN 300 (Not Rising Main) including all of the pressure network components and property branches up to and including the boundary kits.
SC4	Sewer Pump Station (Prefabricated) & Sewer Rising Main: Construction of prefabricated sewer pumping stations including all civil, mechanical and electrical components and storage structures.
SC5	Sewer Pump Station (Cast-in-Situ) & Sewer Rising Main: Construction of concrete cast-in-situ sewer pumping stations including all civil, mechanical and electrical components and storage structures.
SC7	<p>Any Works Undertaken on Live Sewer Assets Connection of sewer pipelines to an existing live sewerage system. Modification to an existing live sewerage system such as realigning a pipeline. This includes the lifting of maintenance hole covers.</p> <p>Note: Refer to Network Operations (Jeff Dodd 03 9552 3392 or Jeff.Dodd@sew.com.au) for full requirements.</p>

The Construction Supervisor must comply with the following:

Accredited Contractors – Construction Services – Key Personnel Construction Supervisor Qualifications & Competencies for Categories of Works - WATER			
	Key Personnel – Construction Qualifications	Key Personnel – Construction Competencies	Company Requirements
Water Reticulation ≤ DN 280 (WC1 ¹)	Essential <ol style="list-style-type: none"> OHS Industry Induction (Red / White Card). Confined Space Awareness training. (current)- refer to South East Water online training or equivalent Water Pipelaying training (RIICPL301) Trench Shoring (RIICCM210E) or equivalent Mobile Plant Operator Training NOHSC 7019 LE, RIIMP0319 or RIIMPO320B) Spotters Electrical Safety – (for awareness training only) Certificate III Water Operations/Civil Construction Course (WC2, WC3, R1, R2, R3). Implementation date to be agreed to by Peak bodies. 	Essential <ul style="list-style-type: none"> Substantial participation in three (3) previous WC1 works; and Minimum 5 years industry experience specific to WC1 works 	<ul style="list-style-type: none"> Management System 3rd Party Certified to AS/NZS ISO 9001, AS/NZS ISO 14001, AS/NZS 4801 or AS/NZS ISO 45001 or Civil Construction Management Code (CCF). Public Liability insurance for a minimum of AU\$20M. (SEW listed as interested party). Current WorkCover insurance. Holder of Relevant MRWA edition of Water Supply Code WSA 03. Holder of relevant South East Water specifications. Project Management Plan Inspection & Test Plan Requirements as set out in <u>Arcus</u>
	Desirable <ul style="list-style-type: none"> Worksite Traffic Management OH&S Safety Rep. Course Laser Safety 	<ul style="list-style-type: none"> Substantial participation in three (3) previous WC2 works; and Minimum 5 years industry experience specific to WC1 works. 	As for WC1.
Distribution Water Mains >DN280 (WC2 ¹)			
Water Supply Pumping Station & Pressure Control System (WC3 ¹)	As for WC1	<ul style="list-style-type: none"> Substantial participation in three (3) previous WC3 works; and Minimum 5 years industry experience 	As for WC1.

		specific to WC1 works.	
Steel Pipelines (WC6)	<p>As for WC1; and</p> <ul style="list-style-type: none"> Sintakote Pipe laying Accreditation Authorised Welding Co-ordinator, shall hold as a minimum: (a) International Institute of Welding (IIW) International Welding Engineer (IWE), IIW, International Welding Technologist (IWT) or IIW International Welding Specialist (IWS) The Qualified Welding Inspector (a) IIW IWE, IWT, IWS, IIW International Welding Inspector Standard Level (IWI S); or (b) current WTIA Welding Inspector Certification 	<p>As for WC1; and</p> <ul style="list-style-type: none"> Welding Contractor working towards AS/NZS ISO 3834 Quality Requirements for Welding 	<p>As for WC1 and</p> <ul style="list-style-type: none"> Welding Contractor working towards AS/NZS ISO 3834 Quality Requirements for Welding.
Storage Structure Construction (WC8)	As for WC1 and assessed on a case by case basis.	As for WC1 and assessed on a case by case basis.	As for WC1 and assessed on a case by case basis.

1. The specific Categories of Work for Water Construction are as follows:

WC1	Reticulation Water Mains: Construction of reticulation drinking and non-drinking water pipelines \leq DN 280 including all pipes and fittings.
WC2	Distribution Water Mains: Construction of distribution drinking and non-drinking water pipelines $>$ DN 280 including all pipe, fittings and structures.
WC3	Water Supply Pumping Station & Pressure Control System: Construction of drinking and non-drinking water supply pumping stations and/or pressure control systems including all civil, mechanical and electrical components and structures.
WC6	Steel Pipelines Construction of steel mains including the supply, installation, testing and commissioning of all pipe and fittings.
WC8	Storage Structure: Construction of structure designed to store drinking water and non-drinking water in excess of 20kL. Includes all civil, mechanical and electrical components and structures.

The Construction Supervisor must comply with the following:

Accredited Contractors – Construction Services – Key Personnel Construction Supervisor Qualifications & Competencies for Categories of Works - RISK			
	Key Personnel – Construction Qualifications	Key Personnel – Construction Competencies	Company Requirements
Risk – ground conditions (R1)	Essential <ul style="list-style-type: none"> As per SC1 and/or WC1 Desirable <ul style="list-style-type: none"> As per SC1 and/or WC1 	<ul style="list-style-type: none"> Substantial participation in three (3) previous relevant works; and Minimum 5 years industry experience; and Substantial participation in three (3) previous R1 works 	As per SC1 and/or WC1
Risk – high density (R2)		<ul style="list-style-type: none"> Substantial participation in three (3) previous relevant works and Minimum 5 years industry experience and Substantial participation in three (3) previous R2 works. 	As for R1.
Risk – major crossing (R3)		<ul style="list-style-type: none"> Substantial participation in three (3) previous relevant works and Minimum 5 years industry experience and Substantial participation in three (3) previous R3 works. 	As for R1.

1. The specific categories of work for risk are as follows:

R1	<p>This overlay is required in addition to another category when the works are to be undertaken in ground which may:</p> <ul style="list-style-type: none"> •Be contaminated to the extent that it may be a hazard to workers or customers connected to the service, •Have an AHBP (Average Horizontal Bearing Pressure) < 50 kPa (eg: Coode Island silt), •Have a water table above or close to the asset being constructed, •Be subject to acid sulphate conditions, •Be subject to slippage.
R2	<p>This overlay is required in addition to another category when the works are to be undertaken in an area where there are multiple buildings (four or more stories high) or continuous high density retail premises.</p>
R3	<p>This overlay is required in addition to another category when the works to be undertaken involve crossing a:</p> <ul style="list-style-type: none"> * A significant waterway which contains water on a permanent or near permanent basis (ie: the waterway is visible from satellite images or Melways) * Highway or freeway which contains 4 or more lanes, * Railway easement managed by Victrack.

Schedule 5 – Required Insurances

The [Contractor](#) is required to have the following insurances:

- (a) Public liability insurance to the amount of \$20 million per claim and not less than \$20 million in the annual aggregate and is required to:
 - (i) note the interest of [SEW](#);
 - (ii) specifically list civil construction;
 - (iii) identify any exemptions; and
 - (iv) specify period of currency; and
- (b) any other insurances required by law.

Schedule 6 – Performance Regime

1. Key Performance Indicators

[SEW](#) will make assessments under the [Performance Regime](#) which form the basis of the [Performance Scorecard](#) and consist of:

Construction Validation (weighting 60%)

(a) Construction Quality

- (i) Appropriate construction techniques utilised ensuring delivery of quality product
- (ii) Level of supervision deployed
- (iii) Standard of performance

(b) Administration

- (i) Level of planning, coordination, communication of activities and work processes including critical operations
- (ii) Level of management over the performance and work processes of each crew, sub-contractor and supplier
- (iii) [Key Personnel](#)'s site attendance
- (iv) Safety Induction, frequency and recording of toolbox meetings, and adherence to the [OHS Management System](#)
- (v) Standard of internal audits ((on self or subcontractors) and inspections carried out in accordance with the project management plan
- (vi) Level of reporting and actioning of non-conformances, incidents and accidents. Including the application of proactive measures to reduce the aforementioned risks.

(c) Collaboration

- (i) Attitude and commitment to working relationship
- (ii) Issue resolution

Office Audit (weighting 30%)

- (i) Volume of NCs & observations raised on self
- (ii) Volume of NCs & observations raised on sub-contractors/suppliers
- (iii) Management of NCs and observations
- (iv) Response to QMS audit

Outstanding projects in DLP (weighting 10%)

Any other matter which [SEW](#) considers relevant to assessing the performance of the [Contractor](#).

2. Performance Scorecard

[Performance Scorecards](#) are issued 12 monthly by [SEW](#) to [Contractors](#) and each scored by [SEW](#), in its absolute discretion, by reference to the KPIs on a scale of 0 – 5 as detailed below in the [Performance Scorecard](#):

Score	Rating	The extent to which the contractor meets performance requirements
5	Outstanding	<p>Always well above the acceptable performance standard.</p> <p>Always demonstrated high levels of competency and use of innovation where appropriate.</p> <p>No evidence of errors or omissions.</p> <p>Exhibited high quality management skills to minimise or alleviate constructions risks.</p>
4	Very Good	<p>Often exceeds the required standard of performance.</p> <p>Mostly demonstrated high levels of competency and use of innovation where appropriate.</p> <p>Evidence of only some minor errors or omissions.</p>
3	Good	<p>Mostly demonstrated high levels of competency.</p> <p>Evidence of only some minor errors or omissions.</p>
2	Acceptable	<p>Reasonable achievement of the required standard of performance standard of performance.</p> <p>Some errors, risks, and weaknesses or omissions which can be corrected/overcome with minimum effort.</p>
< 2	Unacceptable	Does not meet the required standard of performance and is not recommended to carry out this type of work.

3. Abbreviations

DLP means Defects Liability Period;

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

KPIs means the Key Performance Indicators in paragraph 1;

NC means Non Conformance;

PDCA means Plan Do Check Act cycle; and

QA means Quality Assurance.

4. Accreditation Tier Management – 4 Tiers

The four accreditation tiers and their applicable criteria are as follows:

(a) Self-Certified:

- (i) Top 10% contractors based on Performance Scorecard data
- (ii) Evidence of Self-reporting of Non Conformances Rectification: Root Cause, Corrective Action and Preventative Action and notifying South East Water of outcomes.
- (iii) Evidence of the Contractor regularly self-applying the Performance Regime and advising SEW of any material outcomes.
- (iv) Considerable evidence of continuous improvement (PDCA) as per ISO 9001 or Civil Construction Management (CCF) Code (South East Water to obtain copy of audit)
- (v) Considerable Evidence of Non Conformances Rectification: Root Cause, Corrective Action and Preventative Action
- (vi) Satisfactory SEW Office Audit Report. i.e. audit pass, effective use of QA system, no major deficiencies of QA system
- (vii) Excellent Response times for Non Conformance (NC) (closing out NCs, better than specified time frames)
- (viii) Excellent Response quality (NC) (NCs closed out undertaking Root Cause, Corrective Action and Preventative Action)
- (ix) Excellent Safety record (no work safe incidents stopping operations or breaches of the OH&S Act)
- (x) Certified for ISO 9001 (Quality), ISO 14001 (Environmental), AS 4801/45001 (OH&S). (Note that certification to the Civil Construction Management (CCF) Code will not, of itself, prevent a Contractor from achieving Self-Certifying status but may be relevant to any assessment).
- (xi) Proactive Staff Training that exceeds SEW accreditation entry requirements
- (xii) Satisfactory closed-circuit television (CCTV) reports
- (xiii) No outstanding EDLP projects
- (xiv) Positive trending in Performance Scorecard.
- (xv) Minimum three (3) Significant Projects in two (2) years

(b) Certified (Majority of Contractors):

- (i) Performance Scorecard with a score greater than 2.0
- (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 (SEW to obtain copy of ISO 9001 audit)
 - (iv) Evidence of Non Conformances Rectification: Root Cause, Corrective Action and Preventative Action
 - (v) Satisfactory Office Audits Report i.e. audit pass, effective use of QA system, no major deficiencies of QA system
 - (vi) Satisfactory Response times for NC (closing out NCs within specified time frames)
 - (vii) Satisfactory Response quality NC as per NC notice
 - (viii) Satisfactory Safety record, (no work safe incidents stopping operations or breaches of the OH&S Act)
 - (ix) Certification for AS/NZS ISO 9001 (Quality), AS/NZS ISO 14001(Environmental), AS/NZS ISO 4801/45001 (Safety) or Civil Construction Management Code (CCF)
 - (x) Satisfactory Staff Training. Satisfies [SEW](#) application entry requirements.
 - (xi) Satisfactory closed-circuit television (CCTV) reports
 - (xii) Minimum three [Significant Projects](#) in two (2) years
- (c) [Qualified](#) (New [Contractor](#))
- (i) Commitment to continuous improvement (PDCA) as per AS/NZS ISO 9001 (SEW to obtain copy of ISO 9001 audit)
 - (ii) Procedures in place for Non Conformances Rectification: Root Cause, Corrective Action and Preventative Action
 - (iii) Satisfactory Office Audits Report i.e. passed
 - (iv) Procedures in place for satisfactory Response times (NC)
 - (v) Procedures in place for satisfactory Response quality (NC)
 - (vi) Procedures in place for satisfactory Safety measures
 - (vii) Certified for AS/NZS ISO 9001 (Quality), AS/NZS ISO 14001(Environmental), AS/NZS ISO 4801/45001 (Safety) or Civil Construction Management Code (CCF).
 - (viii) Staff Training as per [SEW](#) application
 - (ix) Procedures in place for satisfactory closed-circuit television (CCTV) reports
 - (x) Public Liability insurance as per the [SEW](#) application
 - (xi) Accredited Key personnel as per the [SEW](#) application
 - (xii) Adequate training of personnel as defined by the application
 - (xiii) Minimum one (1) [Significant Project](#) in the first year

(d) [Project Specific](#) (job approval required)

Project Specific may be issued to companies to demonstrate their abilities on a case by case basis. (start-up companies). Project specific companies will not be published on SEW's Accredited Contractor's List

- (i) Commitment to continuous improvement (PDCA) as per AS/NZS ISO 9001 (SEW to obtain copy of ISO 9001 audit)
- (ii) Procedures in place for Non Conformances Rectification: Root Cause, Corrective Action and Preventative Action
- (iii) Satisfactory Office Audits Report i.e. passed
- (iv) Procedures in place for satisfactory Response times (NC)
- (v) Procedures in place for satisfactory Response quality (NC)
- (vi) Procedures in place for satisfactory Safety measures
- (vii) Certified for AS/NZS ISO 9001 (Quality), AS/NZS ISO 14001(Environmental), AS/NZS ISO 4801/45001 (Safety) or Civil Construction Management Code (CCF).
- (viii) Staff Training as per [SEW](#) application
- (ix) Procedures in place for satisfactory closed-circuit television (CCTV) reports
- (x) Public Liability insurance as per the [SEW](#) application
- (xi) Accredited Key personnel as per the [SEW](#) application
- (xii) Adequate training of personnel as defined by the application
- (xiii) Minimum one (1) [Significant Project](#) in the first year

5. Tier Movement Options

The [Contractor](#) may be:

- (a) downgraded from [Self-Certified](#), [Certified](#) or [Qualified](#);
- (b) upgraded from [Project Specific](#), [Qualified](#) or [Certified](#);
- (c) suspended;
- (d) deregistered,
- (e) issued a [Show Cause Notice](#);
- (f) required to submit for [Re-Accreditation](#) (time period – 12 months);
- (g) reduce work categories.

6. Upgrading of Accreditation

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

7. Downgraded Tier

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

- (a) Unsatisfactory Office Audit Report - audit failure, ineffective use of QA system, major deficiencies of QA system; or
- (b) 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) Significant outstanding EDLP projects (refer to the [Performance Scorecard](#)); or
- (e) No evidence of commitment to continuous improvement i.e. Plan Do Check Act cycle, (PDCA) as per ISO 9001 or Civil Construction Management Code (CCF); or
- (f) High number of Faults/Defects after Certificate of Completion (guide only); or
- (g) Breach of Environmental / safety requirements
- (h) Unsatisfactory actions in relation to a [Serious Incident](#); or
- (i) Unsatisfactory response to a [Show Cause Notice](#).
- (j) Unsatisfactory Performance Scorecard Report (score of less than 2)

8 Termination of Accreditation

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

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

- (i) Unethical dealings; or
- (j) Non-compliance to SEW's live sewer entry requirements in Schedule 7; or
- (k) An [Insolvency Event](#); or
- (l) Unsatisfactory actions in relation to a [Serious Incident](#); or
- (m) Unsatisfactory response to a [Show Cause Notice](#)
- (n) Unsatisfactory Performance Scorecard Report (score of less than 2)

9. Show Cause Notice

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

- (a) Poor performance based on [Performance Scorecard](#) (bottom 10%); 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 from the past 2 years ([Performance Scorecard](#) scoring less than 2); or
- (e) No evidence of commitment to continuous improvement i.e. Plan Do Check Act cycle, (PDCA) as per ISO 9001 or Civil Construction Management Code (CCF); or
- (f) Loss of [Key Personnel](#) (and not replaced); or
- (g) Unsatisfactory Office Audit Report - audit failure, ineffective use of QA system, major deficiencies of QA system; or
- (h) Loss of entrance requirements for tiers - refer to the [Arcus](#) 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 in Schedule 7 (non-negotiable); or
- (m) An [Insolvency Event](#).
- (n) Non-compliance with [SEW](#)'s administrative procedures; or
- (o) A [Serious Incident](#)
- (p) Non-compliance with directions made under Public Health & Wellbeing Act 2008
- (s) A [Show Cause Notice](#) will be issued prior to Downgrading of Tier, Suspension or Termination actions.

10. Reapplication (after Termination) Entry to Qualified Tier

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

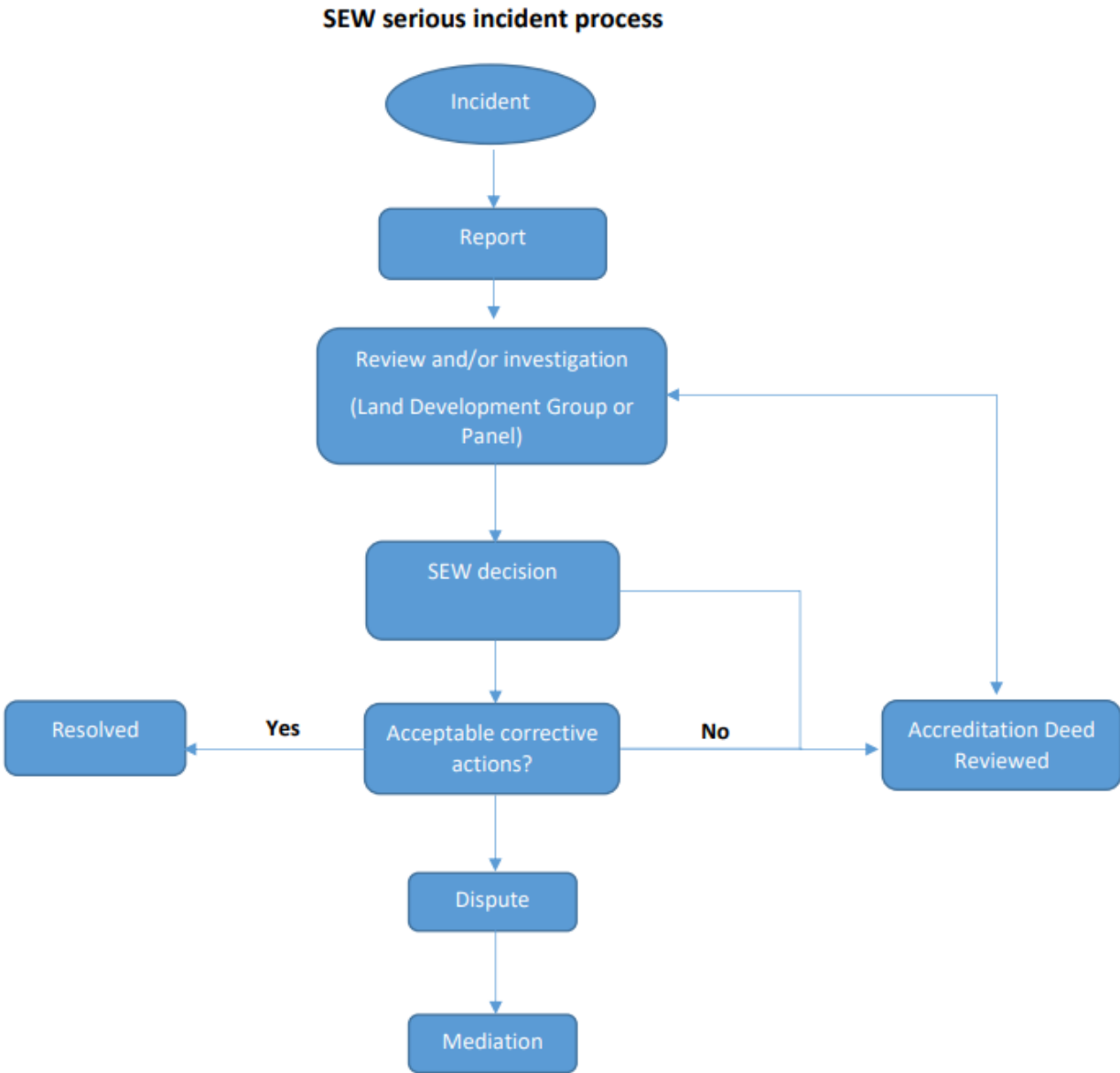
- (a) the non-conforming issues have been rectified; and
- (i) a preventative action plan is in place; and
- (ii) at least 12 months, or such other period as nominated by [SEW](#), have passed since the time of termination; and
- (iii) there has been a Satisfactory Office Audit Report – audit pass, effective use of QA system, no major deficiencies of QA system.

11. Renewal Requirements

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

- (a) demonstration by the [Contractor](#) of current activity with [SEW](#) as required by the relevant accreditation tier; and
- (b) a Declaration and Undertaking of [Accreditation](#) application requirements maintained.
- (c) satisfactory [Performance Scorecard](#).

12. Serious incident process



Schedule 7 – Live Sewer

Contractors wishing to undertake any works on Live Sewer (SC7) assets including:

- Inspection/Lifting of maintenance structures
- Connection to maintenance structures
- Break out existing sewer in new maintenance structures
- Connection for property branch
- Testing
- Alteration to maintenance structures
- Insertion of plug(s)
- Other

will be assessed separately by SEW's Network Operations area and agree to abide by all the procedure's conditions if they have applied for the Live Sewer category SC7.

Please apply separately to Network Operations (Jeff Dodd 03 9552 3392 or Jeff.Dodd@sew.com.au) for accreditation of this category.

Schedule 8 - SEW's Living Safely Rules

1. Trenching and excavation
2. Confined Space Entry
3. Working at Heights
4. Traffic Management
5. Mobile Plant
6. Electrical Safety
7. Isolation and tagging
8. Lifting Operations
9. Safe Driving
10. Chemicals and Hazardous Substances

Living Safely Rules as provided at <http://southeastwater.com.au/building-and-development/developers/land-development-policies> version as of the date of this document.

