

SCHOOLS WATER EFFICIENCY PROGRAM AGREEMENT

Congratulations on agreeing to participate in this State Government initiative. All 2,300 schools in Victoria will be offered the opportunity to participate in the Schools Water Efficiency Program over a three year period.

With the assistance of our Project Manager; Water and Energy Savers (VIC) Pty Ltd we (the Schools Water Efficiency Program) aim to assist all willing Victorian schools improve their water efficiency by providing a refined and proven service package. This is being delivered across the state to achieve economies of scale that you would normally not be able to achieve on your own.

Before Water and Energy Savers (VIC) Pty Ltd can proceed we need you to review and sign the agreement below, complete Schedule 1 (see attached) and return the agreement and Schedule 1 to us.

1. Participating schools receive the Water Efficiency Services, which comprise:

- a. A Water Efficiency Audit of your school's indoor water use. Whilst preparing this audit, if we identify less than 5% savings and a business case can not be found for proceeding with the installation of water saving devices you will not be charged the Water Efficiency Service Fee. Your school will receive a copy of the Water Audit Report and be accredited as a Water Saver School.
- b. A list describing further water conservation opportunities.
- c. A report based on the Water Efficiency Audit, which details water usage findings and proposed methods for conserving water. The report will include indoor water savings available, annual water usage, sewerage discharge, hot water energy cost savings available, recommended water efficiency measures, recommended modifications to internal appliances to achieve water savings, and an estimated cost recovery or payback periods. Where appropriate, and at the Auditor's discretion, outdoor and other water conservation and water saving opportunities may also be identified and listed.
- d. A nominated set number of water efficiency measures determined by the size of your school (see table in clause 2 below), supplied and installed by a licensed plumber. In the event that the number of water efficiency measures required at a school exceeds the nominated set number, you will be offered the opportunity to have these additional water efficiency measures supplied, installed and paid for under the Schools Water Efficiency Program. If you require a lesser number of water efficiency measures than the nominated set number, the Water Efficiency Service Fee (see clause 2 below) due under this agreement will be reduced accordingly.
- e. At the completion of the supply and installation of the water efficiency measures and any associated plumbing works at your school the Project Manager will issue the School with a Certificate of Practical Completion outlining the works undertaken and ask you to acknowledge receipt of this certificate and sign and return a copy of the certificate to the Project Manager.
- f. Accreditation and profile. All schools completing the program receive an accreditation certificate and outdoor sign to display at the main entrance. These will be presented at regional celebrations and media events. In some instances schools will be featured in case studies.
- g. Improved environmental and economic performance that allows you to divert money into other educational activities. The Schools Water Efficiency web site allows all participating schools to monitor their performance and understand how efficient their water use is relative to schools of a similar size.
- h. Competent, professional and timely service.

Once the completed documentation is received by Water and Energy Savers (VIC) Pty Ltd a commencement date will be negotiated.

2. Parties to Agreement

The parties to this agreement are

.....(School)

ABN.....of.....

Tel.....Fax.....

and

Schools Water Efficiency Program C/- Water & Energy Savers (Vic) Pty Ltd ABN 16 050 158 266 of 16 Harker Street, Burwood, Victoria 3125. Tel (03) 9834 2600 Fax (03) 9834 2601

3. Cost

The Water Efficiency Service Fee covers the cost of the Water Efficiency Services, including Water Efficiency Audit, the preparation of the report and the supply and installation of a nominated set number of water efficiency measures. It is based on the size of school by way of number of students. Please select your school size based on number of students and tick the box where indicated. This gives you the fixed Water Efficiency Service Fee for your School.

School Size (Number of Students)	Category	No. of Water Efficiency Measures (Valve, Leak repairs or cistern adjustments)	Total Program Cost. Includes audit and retrofit (Incl GST)	Category of School Please Tick
Primary <250	P1	30	\$1,733	
Primary 250 <500	P2	40	\$2,226	
Primary 500-800	P3	60	\$3,137	
Primary >800	P4	80	\$4,010	
Secondary <450	S1	60	\$3,137	
Secondary 450-800	S2	80	\$3,979	
Secondary 800-1,200	S3	110	\$5,199	
Secondary >1,200	S4	130	\$6,249	

Table 1 Schools category and Water Efficiency Service Fee

4. Payment Options

There are three payment options available:

1. Full Payment at completion of installation of water efficiency measures; or
2. Payment By Savings Plan with two year payback period (8 quarterly payments); or
3. Payment By Savings Plan with three year payback period (12 quarterly payments).

If you elect the Full Payment option, we will issue you with an invoice for the agreed Water Efficiency Service Fee for the Water Efficiency Service on completion. You must pay in accordance with the terms of that invoice.

If you elect to use the Payment by Savings Plan, the following terms and conditions apply:

- You must pay the total amount of the Water Efficiency Service Fee by either 8 or 12 quarterly instalments over two or three years as nominated in the Payment Options table below.
- We will issue you quarterly instalment tax invoices.
- Direct Debit payment facilities will be available.
- If you default on any instalment payment, we may, at our option, terminate the Payment by Savings Plan on written notice and you must then immediately pay us any amount outstanding under the Payment by Savings Plan.

Please select a Payment Option and tick which payment option you wish to select in the table below.

Payment options can be changed after the Water Efficiency Audit Report has been presented.

Payment Options

Category	Full Payment	Two year Payback	Three year Payback	Payment Option		
	(1 payment on completion)	(8 equal quarterly payments)	(12 equal quarterly payments)	Please Tick Your Selection		
	Payment on Completion	Payment per Quarter	Payment per Quarter	Payment on Completion	2 yr	3yr
P1	\$1,733	\$216.63	\$144.42			
P2	\$2,226	\$278.25	\$185.50			
P3	\$3,137	\$392.13	\$261.42			
P4	\$4,010	\$501.25	\$334.17			
S1	\$3,137	\$392.13	\$261.42			
S2	\$3,979	\$497.38	\$331.58			
S3	\$5,199	\$649.88	\$433.25			
S4	\$6,249	\$781.13	\$520.75			

Table 2 Payment options

5. Access to your School and Identification

By signing this Agreement, your School authorises and allows us, the Project Manager, its agents and its subcontractors (and their employees and agents) to enter the School during our normal working hours (7am - 5pm Mon – Fri - except Public Holidays) to carry out our obligations under this agreement.

You must ensure that we, the Project Manager and its agents and subcontractors have full and safe access to your School for the purposes of carrying out our obligations under this agreement.

You must ensure that we, the Project Manager and its employees, agents and subcontractors are provided with all necessary information and directions reasonably required to carry out our obligations under this agreement, and where reasonably required, provide a qualified representative to accompany us and our agents and subcontractors and to advise on access, water supply infrastructure, security requirements, occupational health and safety procedures, and any other matter which will assist us and our subcontractors to perform our obligations under this agreement.

We and the Project Manager will ensure that our and its employees, agents and subcontractors (and their employees and agents) have obtained and maintain the appropriate police clearances, prior to allowing them to enter any school property and that at all times they will carry and display appropriate identification.

(6) Insurances

The Project Manager shall at all times hold and maintain the following Insurances

- Public Liability
- Professional Indemnity
- Employers Indemnity (Workcover)

(7) Release and Indemnity

(a) Release

To the extent permitted by law, you release the Schools Water Efficiency Program, Project Manager and its officers, employees, sub-contractors and agents from any Claim or Liability you incur or suffer arising directly or indirectly from this agreement or in connection with the provision of the Water Efficiency Services.

(b) Indemnity

You will, at all times, indemnify the Schools Water Efficiency Program, Project Manager and its officers, employees, sub-contractors and agents against any Claim or Liability suffered or incurred by any of them arising from this agreement or in connection with the provision of the Water Efficiency Services, including (but not limited to):

- A breach by you of your obligations under this agreement;
- Any wilful or negligent act by you or your officers, employees, sub-contractors and agents.

(c) Limitation

The release and indemnity set out above will be reduced to the extent that the claim, cost or liability arises from:

- A breach by the Schools Water Efficiency Program of its obligations under this agreement; or
- Any negligent act or omission by the Schools Water Efficiency Program, Project Manager or its officers, employees and agents.

For the purpose of this clause, "**Claim**" means any claim, action, demand, proceeding, notice, order or judgment however arising ,and "**Liability**" means any loss, damage, cost, liability or expense whatsoever.

(8) Limitation of liability

To the extent permitted by law, any term which would otherwise be implied in this agreement is excluded.

To the extent permitted by law, our and the Project Manager's liability for:

- Any failure to provide the Water Efficiency Service in accordance with this agreement; or
- Any breach of a term that is implied in this agreement by legislation which prevents liability under such a term from being excluded, restricted or modified,

will be limited to one or more of the following, at our option:

- If the breach relates to goods, the repair or replacement of the goods or the supply of equivalent goods; or
- If the breach relates to services, the supply of the services again or the payment of the cost of having the services supplied again.

You must continue to comply with your obligations under this agreement, even if you have made a claim in relation to a matter specified above.

(9) General Conditions

- The prices contained in this agreement are valid for the duration of the Schools Water Efficiency Program.
- This agreement is governed by the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of that State.
- A 5-year manufacturers warranty applies on any parts installed at your school as part of the water efficiency measures and on the quality of the flow control valves.
- We will provide you with a Plumbing Industry Commission Compliance Certificate that provides a six year guarantee on workmanship on any work carried out at your school associated with the Schools Water Efficiency Program.
- We and the Project Manager are not responsible for interference to the installed flow control devices caused by foreign matter in your plumbing system.
- We and the Project Manager are not responsible for the repair of any existing faulty taps, faucets, isolation valves or water use fittings or appliances.
- As stated in clause 1(e) we will ask you to complete and sign and return a Certificate of Practical Completion once the installation of the water efficiency measures has been completed.
- We will also supply you with a Customer Survey Form and we ask you to complete and return when the Schools Water Efficiency Program for your school has been completed.
- This agreement can only be amended, supplemented, replaced or novated by another document signed by the parties.

(10) Termination

Each of these events or circumstances is a Termination Event:

- You fail to pay an instalment of the Schools Water Efficiency Program Payment by Savings Plan when due;
- You breach any other term of this agreement and fail to remedy that breach (where it is capable of being remedied) within 7 days of the receipt of a notice from the Schools Water Efficiency Program requesting you to remedy or rectify the breach (or within such other time agreed by the Schools Water Efficiency Program).

If a Termination Event occurs, the Schools Water Efficiency Program may immediately terminate this agreement by written notice served on you.

Without limiting any other rights we may have, if this agreement is terminated you must immediately pay us any portion of the Water Efficiency Services Fee not already paid.

(11) Acknowledgement

You acknowledge that:

- Certain assumptions have been made in undertaking and completing the calculations in the Audit Report. As a consequence the recommendations in the Audit Report represent, and are based on, the best information available to us at the time of preparing the Audit Report and are estimates only.
- Water consumption is affected by many factors outside our control.
- As a consequence we do not represent or warrant that the benefits, savings and payback periods identified and reported in the Audit Report are exact. Similarly, we cannot be held responsible for any variations in water use at your School. The analysis and modelling undertaken is based on data supplied by both you and your water company and the data collected and measurements undertaken by us during the Water Efficiency Audit.
- The Water Efficiency Service will be performed during our normal working hours (7.00am – 5.00pm Mon – Fri) unless prior agreement has been reached with you for out of hours audit and or installation. Out of hours installation may incur an additional charge.
- We do not make any representation or warranty that the water consumption savings indicated in the Audit Report will be achieved upon implementation of the Water Efficiency Measures.
- You agree that you will pay us for the Water Efficiency Service regardless of whether there are any changes in your actual water consumption after the performance of the Water Efficiency Service.

(12) Approval to Obtain Water Consumption Data

You are required to sign the letter attached to the agreement in Schedule 1 which gives approval for the Project Manager to obtain your school's water consumption data for the previous three years and the next three years from your water supplier.

This data will be used for water audit purposes, monitoring of consumption and Schools Water Efficiency Program referencing purposes.

(13) Case Studies

We will be issuing Case Studies of various schools for marketing purposes. We will not identify or name your school unless your written approval has been obtained to use the name and the case study of your school.

(14) Suspension of obligations

Where there is an unexpected occurrence or omission that is beyond the reasonable control of a party, that prevents or delays that party (directly or indirectly) performing its obligations under this agreement, the obligations under this agreement are suspended to the extent they are affected by that event, for as long as it continues. Such events include forces of nature, industrial action, and action or inaction by a Government Agency.

You or we must use our best endeavours to remove, overcome or minimize the effects of that event as quickly as possible. If the delay continues for more than 3 months, you or we may terminate this agreement by giving at least 10 days notice to us or you.

(15) GST

All payments under this agreement are inclusive of any GST.

Where any supply pursuant to this agreement is or becomes subject to GST, an amount equal to the GST paid or payable in respect of that supply has been or will be added to the amount paid or payable for that supply.

Each party agrees to do all things, including providing invoices and other documentation that may assist or be necessary to enable the other party to claim any credit, set-off, rebate or refund in relation to any amount of GST paid or payable pursuant to any supply under this agreement.

“**GST**” means the same as in the GST Law, and any applicable additional tax, penalty tax, fine, interest or other charge

“**GST Law**” means the same as “GST Law” means in *A New Tax System (Goods & Services Tax) Act 1999* (Cth).

“**Supply**” means any form of supply whatsoever, and includes any supply within the meaning of the GST Law.

(16) Notices

Notices under this Agreement shall be sent to the authorised representatives of the parties listed below to the addresses listed in Clause 2.

(17) ‘Water – Learn it, Live it’

As a participant in the Schools Water Efficiency Program you will be invited by your Water Authority to join the ‘Water – Learn it, Live it’, a water conservation education program for schools.

We will advise your Water Authority that you are participating in the Schools Water Efficiency Program and we will give them your name and contact details so they can contact you with regards to joining the ‘Water – Learn it, Live it’ program.

(18) Queries

If you have any queries in relation to this Agreement, please contact:

Tristan Bell, SWEP Operations Manager
Email tristanbell@water.net.au
Tel (03) 9834 2600 Fax (03) 9834 2601

SIGNED for and on behalf of the **SCHOOL** by its authorised representative

Signature: _____
Print name _____
Position _____
Date: _____

SIGNED for and on behalf of Water and Energy Savers (VIC) Pty Ltd (ABN 16 050 158 266) for and behalf of **SCHOOLS WATER EFFICIENCY PROGRAM** by its authorised representative

Signature: _____
Print name TRISTAN BELL
Position OPERATIONS MANAGER
Date: _____

SCHEDULE 1

CONFIRMATION OF PARTICIPATION IN THE SCHOOLS WATER EFFICIENCY PROGRAM

School _____
ABN _____
Address _____

School Size and Fee Confirmation

I confirm that we havestudents enrolled in 2008 and is classified as Category and the total fee for the Water Efficiency Service will be \$..... (see Table 1).

Payment option selected

Please tick which of the following payment options you have selected (see Table 2):

- Full Payment at completion of installation; or
- Payment By Savings Plan with two year payback period (8 quarterly payments); or
- Payment By Savings Plan with three year payback period (12 quarterly payments).

Release of water data and information

As an authorised representative of the above named school, I give permission for our water supplier to provide the following information to the Schools Water Efficiency Program for the past three years and the next three years.

1. School Details, Postal address, Street address;
2. Meter number/s;
3. Meter location/s;
4. Group number if multiple meters on site;
5. Sewerage Disposal Charge factor;
6. Total water consumption for the past 3 years by reading interval; as per billing period;
7. Current Water and Sewerage Disposal Charges;
8. Short outline of tariff system, we will need to know those details as they apply to schools; and
9. Total water consumption for the next 3 years by reading interval; as per billing period, for the purpose of ongoing monitoring for three years.

Signed: Position:

Print Name: Date: