



# Queensland Water Regional Alliance Program

## **Brief for Central Queensland - QWRAP region...**

**To prepare a detailed risk assessment to review;**

- **water and wastewater asset management planning,**
- **workforce planning and skills development,**  
**and**
- **water pricing and business financial management.**

**8<sup>th</sup> December 2024**

## Background

QWRAP is an industry-led initiative to investigate regional collaboration on water and sewerage services in regional Queensland. <https://qldwater.com.au/qwrap>

The program is a collaboration between the LGAQ, *qldwater*, the Queensland Government, through the Department of Regional Development, Manufacturing and Water (DRDMW, previously the Department of Natural Resources, Mines and Energy) and over 50 participating Local Governments.

QWRAP provides a formal opportunity for councils to consider collaboration and alternative regional arrangements for managing water and wastewater services.

The Central Queensland - Queensland Water Regional Alliance Program (CQ-QWRAP) region is the most recent addition to the Statewide, QWRAP Program. Whilst a new participant in QWRAP, the Central Queensland ROC has established an ambitious approach to its involvement in the program.

As outlined below, the CQ QWRAP is looking to complete a review of the benefits of developing a pilot region for the creation of an integrated corporatised\commercialised water business to manage water and wastewater services across the region. This work is endorsed by Mayors and CEO's from the Council's across the region.

### **Recommendations:**

The CQROC representatives group met with LGAQ and Qldwater to seek further information about potential CQROC involvement in QWRAP. There was general consensus that there was value for CQROC to recommend to the Board that we commence as regional participants in QWRAP with the following recommendations:

1. CQROC commits to advancing the QWRAP Maturity Model from Level 1 (Little Collaboration) to Level 5 (Pilot Region).
2. CEO's be requested to reconstitute the CQ Water and Sewerage Technical Group and appoint members.

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Central Queensland Regional Organisation of Councils

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3. Gladstone Area Water Board, Sunwater and the Minister/Department for Water be invited to participate in the QWRAP processes in Central Queensland.
  4. Write to LGAQ to confirm the scope of CQROC participation in the program.

### **Motion: CQROC Support the recommendations**

**Moved:** Cr Matt Burnett

**Seconded:** Cr Kerry Hayes

**CARRIED**

The first step in advancing the CQ-QWRAP endorsed priority is to conduct a “region wide” risk assessment. This work is being funded through Bid Pool Funding provided by the QWRAP Program and through participating Local Government Budgets.

This terms of reference, outlines the scope of work and key deliverables which will be used to advance the consideration of the structural reform options for participating Local Governments in Central Queensland.

The aim of the work proposed here is to review business areas where individual councils have strengths that could be shared across the region but also identify areas where there are risks or gaps that might be common or best addressed through a joint regional response.

**Participating Local Governments**

Council	Key contact
Gladstone City Council	Mark Francis
Livingstone Shire Council	Chris Hocking
Central Highlands Regional Council	Amber Robinson
Banana Shire Council	Anthony Lipsys
Woorabinda Aboriginal Shire Council	Kristine Smith

**Management of Project**

This project will be managed by the CQ-QWRAP Co-ordinator;

- Scott Mason
- [scott@lgsg.au](mailto:scott@lgsg.au)
- 0447 699 190

Any questions regarding this, terms of reference should be directed to Scott.

The project bids will be reviewed by water sector leaders from three of the participating Councils above with facilitation support from the CQ QWRAP Co-ordinator.

**Project Timing**

Release of Terms of Reference to market	14 <sup>th</sup> December 2024
Close of Project Procurement	25 <sup>th</sup> January 2025. (2pm Queensland Time)
Contract signed\Project Start Up	28 <sup>th</sup> February 2025
Project Final Report Delivered	31 <sup>st</sup> July 2025

## **Submission of Bids**

Submissions for this project should be delivered electronically by no later than 2.00pm Queensland Time on January 25th 2025.

Submissions should be sent to;

[QWRAP@qldwater.com.au](mailto:QWRAP@qldwater.com.au)

DRAFT

## Study Tasks and Project Purpose

In undertaking this study, the successful consultant should review existing water business activities undertaken by participating Local Governments and benchmark this work against appropriate industry performance standards. Gaps or risks when compared with appropriate standards should be documented and explored.

In a separate section (in the final report) to the risk identification, the study should provide advice and analysis regarding how risk management may be enhanced or improved through regional collaboration.

**The final report should document risks at both a regional and Local Government scale i.e. it should be easy for individual Local Governments to extract their own risk analysis from the final report.**

The risk assessment should consider current risks and projected future risks across a 10 year horizon. Risk issues to be considered include;

Risk Area to be analysed	Issues to be considered
Strategic planning including growth projections for all communities	<ul style="list-style-type: none"> <li>• Evaluation of growth planning in Local Government areas.</li> <li>• Comparison of growth planning approaches.</li> <li>• Current and future risks with existing planning approaches identified.</li> <li>• Identify required asset investments (capital requirements) over a 10-year horizon to manage regional growth requirements.</li> <li>• Review of future regulatory pathway for water and wastewater service provision and potential impact on capital planning (document risks).</li> </ul>
Water security risks in all communities	<ul style="list-style-type: none"> <li>• Current water supply\demand balance.</li> <li>• Future growth projections and implications for community water security requirements.</li> <li>• Review regional water security investments proposed by Sunwater and State Government and review how they address water security.</li> <li>• Assess current investments in Local Government 10-year plans for demand and supply activities to address water security risk – document risks.</li> </ul>
Drinking water quality risks	<ul style="list-style-type: none"> <li>• Current and historical drinking water performance at a Local Government scheme level.</li> <li>• Likely future regulatory requirements for drinking water considered.</li> <li>• Priority investments to address drinking water risk identified (over the 10-year horizon) included in capital investment plans.</li> <li>• Evaluation of skilling or people risks to managing drinking water service delivery to community.</li> </ul>
Service standards risk review	<ul style="list-style-type: none"> <li>• Review existing (achieved) service standards, at a Local Government level and compare current performance with</li> </ul>

	<p>industry best practice using the National Performance Reporting benchmarks and comparison with leading water utilities nationally.</p> <ul style="list-style-type: none"> <li>• Key service areas to be considered should include; <ul style="list-style-type: none"> <li>• Water at the point of delivery will meet National Health and Medical Research Council Health Guidelines for Australian Drinking Water</li> <li>• Installation of all 20mm and 25mm diameter property connections within maximum 20 working days.</li> <li>• Effluent complies to Environmental Licence</li> <li>• Residential Potable Water Consumption per Capita (Litres per person per day)</li> <li>• Water losses measured in litres per connection per day.</li> <li>• Water main breaks per 100km of pipe</li> <li>• Sewerage chokes and blockages per 100 km of network</li> <li>• Unplanned Water Supply Interruption Events affecting ≤60 customers</li> <li>• Average duration of unplanned water supply interruptions</li> <li>• Effluent reuse as percentage of Average Dry Weather Flow</li> </ul> </li> <li>• Identify current and future risks to service standards over the 10-year horizon.</li> </ul>
<p>Asset Management Review (Passive and Active Assets)</p>	<ul style="list-style-type: none"> <li>• Review the current asset management plans of Local Governments and benchmark against Long Term Asset Management Plan requirements under the LG Act.</li> <li>• Examine (at a high level) the current planning and its link to key infrastructure investment drivers ie. Growth, safety, regulatory requirements, required asset renewals etc.</li> <li>• Review the link between asset investments and by Local Governments and water and wastewater pricing approaches across the region to evaluate long term business sustainability.</li> </ul>
<p>Full Cost Pricing Analysis (over a ten-year period)</p>	<ul style="list-style-type: none"> <li>• Local Governments achievement of full cost pricing approaches as required under the National Water Initiative.</li> <li>• Setting and following price paths over 10-year financial plan,</li> <li>• Achievement of QCA pricing principles (including ROI and appropriate depreciation provisions),</li> <li>• Benchmarking of pricing data against utilities with similar cost structures,</li> <li>• Transparency and objectivity of pricing calculation to the Council and customers.</li> </ul>

<p>Financial Management\Sustainability of Service Provision</p>	<ul style="list-style-type: none"> <li>• Achievement of QCA guidelines and benchmarks on key financial indicators including; <ul style="list-style-type: none"> <li>• Return on Investment (dividend)</li> <li>• Return on Capital Employed</li> <li>• Debt to Equity Ratio</li> <li>• EBIT</li> <li>• EBITDA</li> </ul> </li> <li>• Appropriateness of depreciation provisions</li> <li>• Pricing of water and wastewater services (including 10-year price path)</li> <li>• Financial sustainability of service provision and funding.</li> <li>• Analysis of funding for growth infrastructure including a review of developer infrastructure charges.</li> <li>• Analysis of the use of developer capital and associated Council policy and practices and the link to funding of growth infrastructure in water and wastewater.</li> <li>• History of State and Federal Grant Funding contributions and analysis on forward requirements for this source to ensure business sustainability and service delivery.</li> </ul>
<p>Capital Planning (10-year Horizon)</p>	<ul style="list-style-type: none"> <li>• trusted and used asset management plans linking engineering and financial aspects of asset management,</li> <li>• asset plan meets regulatory needs (including Long Term Asset Management Plan under the LG Act)</li> <li>• maintenance and relevance of asset registers with accurate written down and depreciated values,</li> <li>• capital works program in 10-year plan deals with growth and projected replacement costs (e.g. asset creation and replacement plan).</li> <li>• Review access to appropriate consultant’s contractors and builders to deliver the 10-year capital plan and provide a high-level review of competition for resources (at a national scale) in the delivery of water and wastewater infrastructure.</li> </ul>
<p>Workforce planning and skilling.</p>	<ul style="list-style-type: none"> <li>• Analysis of skills requirements and any risks of skill deficiencies in Local Governments identified at a Job family level for each Council.</li> <li>• Analysis at a job family level of workforce age and areas of risk over the coming 10 years.</li> <li>• Identified water regulatory requirements and skills and qualifications required to meet required performance (documentation of any skilling risks over the coming 10 years)</li> </ul>
<p>IT and Cyber Security Risk Review</p>	<ul style="list-style-type: none"> <li>• Comparing current activities and risk management at a Local Government scale.</li> <li>• Reviewing current and likely future requirements through State and National Legislation and identify and document current and future risks and likely investment requirements.</li> </ul>

In delivering this study the successful consultant should examine the issues on a region-wide level. However, the final report should also be considered at an individual Council level. i.e. the risks for each Council area should be presented in the structure of reporting.

## Project Deliverables

1	Project establishment workshop with the CQ-QWRAP Technical Group.
2	Project establishment workshop with the CQ-QWRAP CEO's Group
3	Site Visits to Regional Councils to gather information.
4	Workshop with qldwater, Scott Mason and other stakeholders to frame up draft report.
5	Preparation of DRAFT Risk Report
6	Combined Workshop with Technical and CEO Group to review the DRAFT report.
6	Final Report

## Existing Documents

The following documents will be provided as information that is to be reviewed and considered for this project.

- Detail of the QWRAP Program approach and program history.
- SWIM Local Dataset for each participating Local Government.
- Existing asset management plans and asset registers for participating Local Governments.
  - Performance reporting for Water and Wastewater business units from participating Local Governments.
  - Long Term Financial Plans (including supporting parameters where available) for participating Local Governments.
  - Local Government Infrastructure Plans including details of developer contributions held or entitled to be held for water, wastewater and stormwater for each participating Local Government.
  - Financial reporting information for participating Local Governments.
  - Workforce Strategic Plans or equivalent Human Resource Strategy documents for participating Local Governments.
  - Existing Internal Audit Reports for Water and or Wastewater businesses.

## Legal Form

This project will require the successful consultant to sign a consultancy agreement with qldwater for the delivery of services in line with the project brief. The legal form of this arrangement is detailed in the terms and conditions as outlined at attachment 1 to this brief.



Attachment 1

Qldwater -
TERMS & CONDITIONS FOR ENGAGEMENT
OF CONSULTANTS

Table with 2 columns: Project, CQ QWRAP Financial Management, HR and Asset Review Project

1. Terms of Engagement

(Other Agreement Documents) The following documents also apply to the provision of your services (except where they are inconsistent with this letter):

- 1. Project Brief for the CQ QWRAP Financial Management, HR and Asset Review Project

(Precedence) The above documents shall be given precedence in the order they appear above.

(Our Agreement) The above documents and this letter together form Our Agreement.

(Other Agreements Excluded) The provisions of any other previous agreements, proposals, correspondence or discussions in relation to your services will not apply.

(Prior Services) Our Agreement also applies to your services (if any) provided before its date.

2. Scope of Services

(Services) Your services are as described in Our Agreement and include all necessary or incidental deliverables or other services.

(Commencement of Services) You are to start providing your services #immediately# #as soon as we notify you in writing that your services are required

[(End of Services) Our Agreement will end on #date#.]

#Optional Paragraphs for where services are only required up to a milestone#

[(Initial Engagement) Your initial engagement relates to services required from you in connection with the period up until #describe milestone# (Initial Engagement).

(Further Services) You acknowledge that you may be required to provide further services after the initial Engagement (in which case the terms of Our Agreement (including any specified fees relating to services beyond the Initial Engagement) will continue to apply except to the extent we otherwise agree in writing).

(Termination Following Initial Engagement) If your services are not required beyond the Initial Engagement, we may terminate Our Agreement and you will have no claim against us other than for payment for your services provided prior to termination.]

3. Our Relationship with You

(Independent Contractor) In providing your services you are an independent contractor and do not have any authority to act as our agent or on our behalf, unless we expressly authorise you in writing. In particular you have no authority to enter contracts, make representations or incur liabilities on our behalf.

(No Other Relationship) This letter does not create any relationship of employment, partnership or joint venture between us.

(No Employee Entitlements) You acknowledge that your engagement does not entitle you to any employee benefits or entitlements other than as expressly set out in this letter.

4. Our Requirements for Services

(Standard of Services) You must satisfy yourself as to our requirements for your services. You must provide your services using the skill, care and diligence expected of a competent, qualified and experienced professional providing similar services.

Table with 2 columns: Title, Date of Approval/Last Review, Date due for Review, Owner/Authoriser, UNCONTROLLED WHEN PRINTED, Page 1 of 9

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**(Warranty)** You warrant that your services (including deliverables provided by you) will be fit for the purposes contemplated by Our Agreement. Your warranty will continue to apply for a period of six years after your services are completed or terminated for any reason.

**(Reliance by Others)** You acknowledge that we and others engaged by us may be relying on your services in carrying out further work or services relating to the project.

**5. Information Provided by Us**

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**(Provision of Information)** For your convenience, we (or others acting for us) may have provided (or may in the future provide) you with information relevant to the project or the provision of your services. You must:

- (a) **(Reasonable Care)** act with reasonable care in relying upon or using that information in connection with the provision of your services; and
- (b) **(Non-Reliance)** not rely on or use any part of that information for any purpose to the extent that we notify you it is not to be so relied upon or used (including for the provision of your services).

**6. Fees Payable for Services**

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**(Lump Sum Fee)** We shall pay you the amount **[#TBC# as agreed upon in the Letter of Engagement]** (which is a lump sum covering all of your services). This fee shall be claimed as per the proportions nominated in the brief for services as accepted by us. Provisional Items shall only be claimed where prior approval has been sought and given. Evidence of direct costs shall be required prior to approval and payment e.g. sub-consultants' invoices.

**7. Your Out of Pocket Expenses**

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**(Outlays)** We will reimburse you for outlays reasonably incurred in providing your services only if:

- (a) **(Agreed Items)** they relate to items for which we have specifically agreed to reimburse you; and
- (b) **(Agreed Amounts)** we have agreed to the amount which we will reimburse you before the outlays are incurred by you.

**(Cost Reimbursement)** Unless otherwise agreed by us, reimbursement shall be on the basis of cost to you only (without allowance for any profit or overhead).

**(Allowance for Credits)** We will not reimburse you to the extent you are entitled to any discount, refund, credit (including goods and services tax credit), reimbursement or other allowance in relation to the cost or expense.

**8. Taxes and Charges**

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**(GST Payments)** To the extent amounts payable to you under Our Agreement are expressly stated to exclude GST, we will also pay you the goods and services tax which applies to the supply of your services to us, after you provide us with a valid tax invoice for the amounts.

**(Other Taxes)** Otherwise you must pay all taxes and charges payable in connection with the provision of your services or Our Agreement.

**(GST on Supply by Us)** Where we incur any goods and services tax applying to any payment which you may for any reason become liable to make to us under or in connection with Our Agreement or your services, you must pay us that goods and services tax immediately we provide you with a valid tax invoice for the amounts.

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**(Tax Withholding)** You acknowledge that despite any other provision of Our Agreement, we shall be entitled to withhold any payment otherwise due to you until you have provided us with your Australian Business Number and satisfied any other conditions which the law requires be satisfied prior to our making a payment or to ensure we do not become liable for any taxes or charges for which you are primarily liable.

**9. Payments**

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**#Alternative Paragraph 1#**

**[(Times for Claims)** Payments may be claimed by you only:

- (a) at the times set out in the agreed payment schedule; or
- (b) if no payment schedule is agreed, [# eg monthly #] in arrears.

**#Alternative Paragraph 2#**

**[(Entire Agreement)** You agree that Our Agreement is an entire contract for the provision of all of your services and you shall not be entitled to make any claim for payment of any amount from us if Our Agreement is terminated (other than for our default or our convenience) before all of your services have been completed.]

**(Amount of Claims)** At the time for each payment claim, you shall be entitled to payment of:

- (a) either:
    - (i) the amount set out in Our Agreement as payable at that time; or
    - (ii) if there is no amount set out in Our Agreement, the value of your services completed in accordance with Our Agreement,as supported by reasonable substantiating information lodged with the claim; and
  - (b) any reimbursable outlays claimed by you for the relevant period,
- less:
- (c) any amount claimed by us from you on any account; and
  - (d) the value of any of your services for which payment is claimed that we consider have not been performed in accordance with Our Agreement.

**(Payment Times)** We shall pay you within 30 business days after receiving a valid claim for payment provided such claim includes any substantiating information we may reasonably require.

**10. Time for Provision of Services**

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**(Time Requirements)** You must provide your services diligently and in accordance with:

- (a) **(Program)** the agreed services program; or
- (b) **(Other Requirements)** if no services program has been agreed, our requirements (including, where applicable, our program for the project to which your services relate) notified to you from time to time.

**(Program)** Whenever requested by us, you must provide to us for our approval a program for the completion of your services (including dates by which you require instructions, information or approvals from us).

**(Suspension of Services)** We may immediately suspend the provision of your services and payments relating to those suspended services (for our convenience and regardless of whether there has been any default on your part) at any time by written notice to you.

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**(Allowable Delays)** If your services are suspended by us or you are unavoidably delayed in providing your services for any other reason beyond your and your subconsultants' reasonable control, then any agreed deadlines applying to your services shall be extended by the reasonable period (which we notify to you at any time) but you will have no claim for any delay or other costs (unless we agree otherwise in writing).

**11. Extra or Varied Services**

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**(Approvals to Extra Services)** We will pay you for additional or varied services only if before the additional or varied services are provided:

- (a) **(Notice of Extra Services)** you notify us that the services sought by us (or proposed to be provided by you) are additional or varied; and
- (b) **(Price Agreed)** unless we expressly agree otherwise, we agree with you a lump sum fee for or rates to apply to the additional or varied services.

**(Omissions)** We may omit any of your services (for our convenience and regardless of whether there has been any default on your part) at any time by written notice to you. If we omit services:

- (i) **(Reduced Price)** we will be entitled to a reasonable adjustment (which includes profit and overhead) of amounts payable to you which shall be agreed with you or, failing agreement, reasonably determined by us;
- (ii) **(Exclusion of Claims)** you will have no claim (including for loss of profit) arising from the omission; and
- (iii) **(Others May Provide)** we may provide ourselves or use others to provide to us the omitted services.

**12. Professional Indemnity Insurance**

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**(Requirements for PI Insurance)** You must maintain professional indemnity insurance (with a reputable insurer and on terms and conditions reasonably satisfactory to us) for not less than [minimum \$5,000,000] throughout your provision of your services and then for 6 years after completion of your services).

**(Evidence of Insurance)** You must provide us with evidence of that insurance and a copy of the conditions applying to that insurance whenever requested by us during that period.

**13. Responsibility for Services**

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**(Responsibility Preserved)** You shall remain fully responsible for your services despite:

- (a) **(Our Involvement)** our, our representative's or any of our other consultants' comment on, review of, approval of, acceptance of, or certificate issued in connection with your services (or our failure to do so);
- (b) **(Payments)** any payments being made for your services; or
- (c) **(Insurance)** you effecting and maintaining any insurances required by Our Agreement.

**14. Your Liability to Us**

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**(Your Liability)** Your liability to us in connection with the provision of your services (in tort, contract or otherwise) is only excluded or limited to that the extent that:

- (a) **(Improper use)** our loss results from our using information, documentation or other things provided by you as part of your services for purposes not connected with the project or the property (without your consent); or

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- (b) **(Incorrect information)** our loss results from your services not being fit for our purposes as a direct result only of your reliance upon incorrect information provided by us which we had expressly agreed you could rely for the purposes of providing your services.
- (c) our loss represents consequential or indirect loss or damage including without limitation loss of use, production, contracts, amenity, value, revenue of profits or for business interruption; or
- (d) our loss exceeds the amount required by Our Agreement for any insurance policies

**15. Public Liability and Liability to Employees**

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**(Indemnity)** You must indemnify us (and our officers and employees) against any claim, damage, loss or liability we suffer or incur arising from:

- (a) **(Property Damage)** loss/damage to property (including our property);
- (b) **(Personal Injury)** death/injury of persons (including your employees);
- (c) **(Breach)** any breach by you of Our Agreement or any law,

arising from or in connection with the provision of your services, except to the extent caused by our negligence. This indemnity will continue to apply to apply for six years after your services are completed or terminated for any reason.

**(Insurance)** Throughout your provision of your services, you must maintain:

- (d) **(Public Liability)** public liability insurance (for at least \$20 million) in which we are named as separate insureds; and
- (e) **(Workers Compensation)** worker's compensation insurance (as required by law).

**(Evidence of Insurance)** You must provide us with evidence of that insurance and copies of the conditions applying to that insurance when requested.

**16. Intellectual Property and Documents**

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**[(Absolute Ownership of Intellectual Property)** All intellectual property which you develop, create or use (including intellectual property previously created by you or others) in connection with the provision of your services shall vest absolutely in us from the date it is used, developed or created.]

**[(Licence to Use Intellectual Property)** As from the time that you use any existing intellectual property of yourself or others, or develop or create any intellectual property in connection with you providing your services, you irrevocably license us to use or develop the intellectual property for any of our own purposes (including making or completing improvements to, developing, using, maintaining, valuing or otherwise dealing with any property or projects to which your services relate). That licence may be assigned to any entity becoming entitled to any interest in a project or property to which the licence extends.]

**(Indemnity)** You must indemnify us against any loss or liability to us arising from others making any claims against us in respect of the ownership of, or rights to use intellectual property you use, develop or create.

**(Ownership of Plans)** All plans, reports, drawings, specifications, studies, surveys, investigations and any other documents which you provide to us in connection with your services will become our property when provided and you shall not use them or any information (about or belonging to us) contained in them without our prior written consent (other than for the purposes of providing your services to us under Our Agreement).

**17. Moral Rights**

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**(Warranty)** You warrant to us that:

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- (a) **(Consent)** all individuals who may have “moral rights” (as that expression is defined in the Copyright Act 1968 (Cth)) in any material (including plans, drawings and specifications) provided as part of your services or any works constructed in accordance with that material have validly provided their written consent (pursuant to section 195 AWA of that Act) to us (or any other person); and
- (b) **(Form of Consent)** the consent referred to in paragraph (a) allows us (or others) to deal with that material or those works (including by way of destruction or alteration) in connection with the completion, operation, development, marketing, use, extension, redevelopment, demolition or improvement of the project or property or any merchandising, marketing or promotions associated with the project in such manner as we or they decide (without being held to have infringed any moral right of the individual).

**(Existing Moral Rights)** Where your services relate to any demolition or redevelopment of existing improvements or the use of any material in relation to which moral rights may exist, you should in providing your services consider the obligations imposed by the Copyright Act 1968 in relation to “moral rights” and ensure that nothing which you do may place us in breach of those obligations.

#### 18. Subcontracting

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**(Consent to Subcontracting)** You must not subcontract the provision of any of your services without our prior agreement.

**(Your Responsibility Preserved)** Your subcontracting any of your services:

- (a) will not relieve you from full responsibility for all your services;
- (b) must be on terms which are consistent with your obligations to us; and
- (c) will result in your being liable to us for acts or omissions of your subconsultants as if they were your own acts or omissions.

**(Nominated Subconsultants)** If we nominate subconsultants to perform any of your services:

- (a) you must subcontract those services to the nominated subconsultants; and
- (b) acts, omissions or default by the nominated subcontractors shall not relieve you of any of your obligations to us or give you any claim against us.

**(Co-ordination of Subconsultants)** You shall ensure that the services of all subconsultants are co-ordinated to meet our requirements for your services.

**(Compliance with Our Agreement)** You shall ensure that all subconsultants comply with all obligations imposed on you in Our Agreement (to the extent applicable to their services).

#### 19. Assignment

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**(Your Assignment)** You must not assign or novate your rights or obligations in relation to your services.

**(Our Assignment)** We may assign, novate or otherwise deal with our rights and obligations in our discretion and without your consent and you will execute any document reasonably required to give effect to the assignment, novation or other dealing.

#### 20. General Obligations

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You must:

- (a) **(Access)** only access the site of the project or any of our premises or facilities:
  - (i) with our express consent; and
  - (ii) in accordance with our reasonable directions (including not interfering with others);

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- (b) **(Confidentiality)** not disclose to third parties, or use for any purpose (other than providing your services) any information about us, the project or Our Agreement or otherwise provided to you by us (or others acting for us), unless we specifically authorise that disclosure or use in writing;
- (c) **(Publicity)** obtain our written approval before publishing or publicising any information associated with the project, us or your services;
- (d) **(Deliver Documentation)** promptly deliver to us, upon our request (including after termination of Our Agreement for any reason), all documentation and materials:
  - (i) provided to you by or on behalf of us in connection with your services; or
  - (ii) prepared by you or others engaged by you as part of the documents or materials to be provided by you to us in connection with or as part of your services;
- (e) **(Inadequacy of Information)** promptly notify us if any information which we provide you is inaccurate or inadequate for you to provide your services;
- (f) **(Reporting)** keep us fully informed as to any matters affecting the cost, timing or quality of your services or the project (including as to any matters on which we may specifically request that you report) immediately upon you becoming aware of such matters;
- (g) **(Quality Assurance)** implement your quality assurance system in accordance with AS9001;
- (h) **(Legal and Contractual Compliance)** comply and ensure your services comply with all laws, legal requirements, standards, codes, directions and manufacturer's recommendations (as applicable) and to the extent we disclose them to you (and to the extent they are not directly inconsistent with Our Agreement), any agreements binding on us;
  - (i) **(Approvals)** obtain and comply with all licences, permits, approvals and other required authorisations required to be obtained by you in order for you to provide your services;
  - (j) **(Your Personnel)** use the personnel which you have nominated to us (or other personnel acceptable to us) to provide your services;
  - (k) **(Representative)** always ensure that you have a nominated representative (who is notified and acceptable to us) who has full authority to act on your behalf;
  - (l) **(Identification of Your Services)** co-operate with us in connection with our use of your name in any marketing or promotion associated with the project, to the extent we reasonably require; and
- (m) **(Our Policies)** comply with our ethical and other policy requirements relating to the provision of your services or the project, as notified to you from time to time.

## 21. Our Representatives and Consultants

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**(Our Representative)** We may notify you of a representative for the purposes of Our Agreement. If we do, you should deal with that representative to the extent we require.

**(Co-operation with Other Consultants)** We may also engage other consultants. You must cooperate with them and coordinate the provision of your services with their services to the extent we reasonably require.

## 22. Conflict of Interest

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**(Warranty)** You warrant to us that you are not aware of any reason why the provision of your services will or may place you in a position of conflict as regard any other interest or duty of yourself or any of your personnel, employees, agents and subcontractors.

**(Disclosure)** You must fully disclose to us any such conflict or possible conflict immediately you become aware of it.

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**23. Termination**

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- (a) **(Termination for Convenience)** We may immediately terminate your services at any time (for our convenience and regardless of whether there has been any default on your part) by seven (7) days prior written notice (in which case we will pay you:
- (i) in connection with your services provided up to the date of termination; and
  - (ii) costs reasonably incurred by you in the expectation of completing all of your services which cannot be reasonably utilised by you on other projects,
- but you will have no claim against us for costs, expenses or losses (including loss of profit) arising from the termination) other than a claim for costs and expenses that incurred relating to services that would have been provided after the date of termination, that could not be reasonably be avoided.
- (b) **(Termination for Breach)** Either of us may terminate Our Agreement and exercise our rights against the other (including to recover damages) where we become entitled to do so under the general law or in the event of insolvency of either party.
- (c) **(Substantial Breach by You)** Without limiting the previous paragraph, we may terminate Our Agreement immediately if you fail to effect or maintain insurance as required by Our Agreement, you breach any confidentiality obligation under Our Agreement or there exists any conflict of interest or duty of yourself or any of your personnel, employees, agents or subcontractors.

**24. Superintendence**

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**(Acting as Superintendent)** To the extent your services include superintending or administering any contract, you shall act in accordance with the requirements of that contract. In all other circumstances, you agree to act in accordance with our interests and reasonable directions.

**25. Privacy Act**

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In relation to any "Personal Information" (as defined in the Privacy Act 1988 (**Act**) provided or to be provided by you in connection with your services (whether as part of your proposal or otherwise), you warrant to us:

- (a) **(Consents)** you have obtained and will obtain the consent of each individual about which "Sensitive Information" (as defined in the Act) is provided; and
- (b) **(Disclosure Statements)** you have or will within the time required by the Act, ensure that each individual about whom any Personal Information is provided has received or will receive a written statement complying with the requirements of National Privacy Principle 1.3 in relation to the disclosure of that information to any person in relation to reviewing and assessing matters relevant to your services or to enjoying the benefit of your services, from time to time.

**26. Disputes**

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- (a) **(Notice of Disputes)** If a party believes a dispute has arisen between the parties, that party shall notify the other of this and the general nature of the dispute.
- (b) **(Negotiation)** The parties shall use reasonably endeavours to attempt to resolve the dispute, failing which either of us may at any time commence court proceedings in respect of the dispute.
- (c) **(Continued Performance)** You must continue to perform your services despite any dispute between us.

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**27. General**

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- (a) **(Waiver)** You acknowledge that no waiver by us of a breach of any term of Our Agreement will be a waiver of any other breach of that or any other term.
- (b) **(Applicable Law)** The law of Queensland applies.
- (c) **(Clauses Survive Termination)** Any clause capable of continuing to apply after your services are completed or terminated for any reason shall do so.

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