

**Northern SEQ Distributor-Retailer Authority Trading as Unitywater ABN 89 791 717 472**

**And**

Water Approval Connection Agreement

For the issue of the Provisional Certificate of Completion for:

Enter Development Address

Enter Development Estate Name and Stage

**Enter Applicants Name**

**Enter ACN/ABN No**

Water Approval Connection Agreement

For the issue of the Provisional Certificate of Completion for:

Enter Development Address

Enter Development Estate Name and Stages

This Agreement is made the Date day of Month, 20XX between:

**Northern SEQ Distributer – Retailer Authority Trading as ‘Unitywater’ ABN 89 791 717 472** of 33 King Street, Caboolture, Queensland (“Unitywater”)

### AND

Applicants Name Enter ACN or ABN Number of Address, State (“the Applicant”)

**Introduction**

1. The Applicant is the Owner of the Land or is entitled to become the owner of the Land.
2. Connection approvals have been issued by Unitywater in respect of the Land. A list of those approvals is set out in Schedule 1 to this Agreement.
3. The Applicant has provided a certificate from an RPEQ certifying that at least fifty percent (50%) of each component of both the water supply works and sewerage works (where such works are applicable) have been completed; the estimated cost of the uncompleted works; and that the information in the certificate and the accompanying schedule is accurate. A copy of that certificate is contained in Schedule 2 to this Agreement.
4. In accordance with Unitywater’s Connections Administration Manual, Unitywater is prepared to issue the Provisional Certificate of Completion and to accept security to secure the Applicant’s performance of its obligations on the terms set out in this Agreement.
5. The Provisional Certificate of Completion will enable the reconfiguration of the Land before the water supply and/or sewerage works have been completed.
6. The parties have agreed to enter into this agreement.

**It is agreed:**

* 1. **Definitions and interpretation**
  2. **Definitions**

In this Agreement, unless the context otherwise requires:

**“Act”** means the *South-East Queensland Water (Distribution and Retail Restructuring) Act 2009,* and all subordinate legislation made under the Act;

**“Agreement”** means this Agreement, any amendment to this Agreement and includes the schedules, plans, maps, tables, drawings, and annexures and documents identified in it or incorporated by reference in it;

**“Business Day”** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday or special local government holiday (such as Christmas close down period) in the place where an act is to be performed or a payment is to be made;

**“Commencement Date”** means the date that this Agreement is made;

**“Completion Security”** means a Security provided to Unitywater to secure the performance and fulfillment of a Development Obligation;

**“Defects Liability (on-maintenance) Period”** means the period commencing when Unitywater accepts the Network Works “on maintenance” and concluding when the Unitywater accepts the Network Works “off maintenance”;

**“Development Obligation”** means an obligation to be performed and fulfilled by a party under this Agreement;

**“Land”** means the land described as PRD, Parish of Parish, located at Sreet Address, in the State of Queensland;

**“Maintenance Bonds”** arethe financial securities in favour of Unitywater to secure the Applicant’s performance of its obligations during the Defects Liability (on-maintenance) Period in accordance with Unitywater’s requirements. The value of each such security is to be calculated in accordance with Unitywater’s requirements in place at the time that the securities are accepted by Unitywater;

**“Network Works”** means all works (particularly engineering works) required to be completed pursuant to the conditions of the connection approval/s listed in Schedule 1;

**“Notice”** means any certificate, demand or notice to be made, given or served by a party under this document;

**“On-Maintenance”** means Unitywater’s acceptance of Network Works subject to a liability period *(generally 12 months but may be a greater period),* after Unitywater’s inspections and testing in accordance with the SEQ Code have been conducted;

**“Owner”** means the registered owner of the Land;

**“Provisional Certificate of Completion”** means Unitywater’s endorsement of the approval of the Subdivision Plan prior to completion and acceptance by Unitywater of the Network Works “on–maintenance”;

**“RPEQ”** means a registered professional engineer of Queensland;

**“RPEQ Certificate”** means a certificate in the form contained in Schedule 2;

**“Security”** means a bank guarantee, cash bond or analogous security, the value of which is to be no less than the estimate of the cost to complete all incomplete Network Works and as certified in accordance with the RPEQ Certificate plus 25%. Where this calculation amounts to less than $5,000 or the value of the Maintenance Bond, the face value of the Security to be provided is to be the greater of the value of the Maintenance Bond and $5,000;

**“Subdivision Plan”** means the plan set outin Schedule 3 of this Agreement;

#### 1.2 Other expressions

If a term is not defined in this document, it shall, unless the context otherwise requires, have the meaning given to it by:

1. the Act; or
2. the Connections Policy in the absence of a definition in the Act; or
3. the Macquarie Dictionary in the absence of a definition in the Act and the Connections Policy.

## 1.3 Commencement

This Agreement commences on the Commencement Date.

#### 1.4 Application of Law

This Agreement is to be interpreted in accordance with the laws of the State of Queensland. Each party submits to the jurisdiction of the Courts of Queensland and all courts of appeal from them.

1.5Parties

1.5.1 If a party consists of more than 1 person, this Agreement binds each of them separately and any 2 or more of them jointly.

1.5.2 An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.

* + 1. A party which is a trustee is bound both personally and in its capacity as a trustee.
  1. **Water Approval Condition** **Agreement**
  2. The Parties agree that this Agreement is a Water Approval Condition Agreement for the purposes of section 99BRAL of the Act.
  3. The obligations under this Agreement attach to the Land and are binding on the Applicant, the Owner where the Owner has consented, and the Owner’s successors in title of the Land.
  4. **Applicant’s Obligations**
  5. In consideration of Unitywater issuing the Provisional Certificate of Completion, the Applicant agrees that:

(a) all Network Works will be completed to Unitywater’s satisfaction, *(On-Maintenance)* within three (3) months of the date that Unitywater issues the Provisional Certificate of Completion, or within another period otherwise agreed in writing by Unitywater; and

(b) all transfers of land and interests in land to Unitywater must be free of encumbrances and registered in the Titles Office at the same time as the Subdivision Plan is registered and at no cost to the Unitywater; and

(c) during defects liability period, the Network Works will be maintained and any defects for which the Applicant is responsible will be remedied in accordance with Unitywater’s requirements.

* 1. To secure to Unitywater the due fulfillment of the Applicant’s obligations under this Agreement, the Applicant must provide to Unitywater at the time of signing this Agreement:

*(a) the Completion Security; and*

*(b) the RPEQ Certificate.*

The Completion Security must comply with Unitywater’s requirements and be acceptable to Unitywater in its absolute discretion. If Unitywater accepts a cash bond as the Completion Security, the Applicant acknowledges that no interest shall accrue or be payable and that the cash bond will be held by Unitywater as it sees fit and in its absolute discretion.

* 1. The Applicant acknowledges and agrees that the Completion Security will be released by Unitywater in accordance with this Agreement.
  2. The Applicant acknowledges and agrees that, if it should fail to complete all Network Works within the time set out in this Agreement, then Unitywater is entitled to recover the monies comprising, or represented in, the Completion Security and that Unitywater may apply those monies to complete the Network Works (or any part thereof) and to remedy any defects which become evident during the defect liability period. The Applicant undertakes that it will not interfere with Unitywater, or Unitywater’s contractors, accessing the work site for assessment or rectification of such uncompleted Network Works.
  3. The Applicant undertakes that it will not interfere with the recovery by Unitywater of monies from the Completion Security notwithstanding the existence of any dispute between Unitywater and the Applicant.
  4. **Indemnity**
  5. The Applicant agrees that, at all times, it indemnifies Unitywater against all actions, proceedings, liability, claims, damages, costs and expenses of any nature whatsoever which may arise directly or indirectly from any incorrect or misleading information contained in the certificate/s in schedule 2 or from the Applicant’s failure to comply with its obligations under this Agreement.
  6. **Unitywater’s Obligations**
  7. Upon commencement of this Agreement and provision by the Applicant of the Completion Security Unitywater agrees to take all necessary steps to issue the Provisional Certificate of Completion.
  8. Unitywater will release the Security when the last of the following has occurred:

(a) all Network Works have been completed and the defect liability period has commenced, (On-Maintenance);

(b) the Applicant has provided to Unitywater all “as constructed” drawings and all other documentation as required by the Connections Administration Manual and approvals;

(c) all transfers of land or interests to the Unitywater and all dedications of land have been duly registered in the Titles Office.

**6. Waiver**

6.1 No waiver by either party of a breach by the other party of any of the provisions of this Agreement is to be implied, or be otherwise effected, unless written notice has been given to that effect. Delay by a party in enforcing any of its rights does not prejudice those rights.

**7. Costs and outlays**

7.1 Each party must pay its own costs and outlays connected with the negotiation, preparation and execution of this Agreement.

**8. Notices**

8.1 A notice given by a party may be signed by an officer of that party or the solicitor for that party. A party receiving a notice is not obliged to enquire as to the authority of the person signing the notice. A notice must be in writing and is treated as being duly given if it is:

* + - 1. left at the other party’s address; or
      2. sent by pre-paid mail to the other party’s address; or
      3. sent by e-mail to the other party’s contact e-mail address.

8.2 A notice given in accordance with clause 8.1 is treated as having been duly received:

1. when delivered (if left at the party’s address); or
2. two (2) Business Days after posting, if sent by pre-paid mail; or
3. on receipt of confirmation on the sender’s e-mail facility that the e-mail has been successfully sent.

8.3 For the purposes of clauses 8.1 and 8.2, the address and facsimile number of a party is the address and number set out below or another address or number of which a party may from time to time advise the other.

|  |  |  |
| --- | --- | --- |
| **Party** | **Address** | **Facsimile No.** |
| Northern SEQ Distributor – Retailer Authority trading as ‘Unitywater’ | PO Box 953  Caboolture, QLD 4510  OR  Ground Floor, 33 King Street, Caboolture, QLD 4510 |  |
| Applicants Name  ACN/ABN Number | Address of Applicant | Applicants Fax |

**9. Electronic execution, counterparts and exchange**

9.1 Electronic execution and production

Each party agrees to:

1. information being given by electronic communications;
2. documents being produced in electronic form; and
3. the requirement for signatures being met using electronic signature technology, biometrics, password or hybrid models, scanned signatures or typed names in relation to all matters between the parties.

9.2 Counterparts

This document may be executed in any number of counterparts. Each counterpart constitutes an original of this document, all of which together constitute one instrument.

9.3 Electronic exchange

A party who has executed a counterpart of this document may deliver it to, or exchange it with, another party by emailing a portable document format (pdf) copy of the executed counterpart to the other party.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| EXECUTED as an Agreement. | | |  | | | | |  | |
| Executed by Northern SEQ Distributor-Retailer Authority trading as Unitywater by: | | | | |  | |  | | |
|  | | | | |  | | Signature of Delegated Authority | | |
| Date: | Date |  | | Full name of Delegated Authority | | | | |
|  | | | | | | Full name of Delegated Authority | | |

|  |
| --- |
| **Use this signing block if a Proponent is a corporation that has more than 1 director** |

Executed by

Insert Company Name (in title case) ACN Insert ACN

On Day / Month / 20XX by;

|  |  |  |
| --- | --- | --- |
| Signature of Director |  | Signature of Director/Secretary  Full name of Director/Secretary |
| Full name of Director |  |
| Full name of Director |  | Full name of Director/Secretary |

**Use this signing block if the Proponent is a sole director company**

Executed by

Insert Company Name (in title case) ACN Insert ACN

On Day / Month / 20XX by;

|  |  |
| --- | --- |
|  | Signature of Insert name of sole director or sole secretary who signs in the capacity of sole secretary and sole director. |

**Use this signing block if the Proponent is an in individual.**

|  |  |  |  |
| --- | --- | --- | --- |
| Signed by Insert Name On Day / Month / 20XX  In the presence of; | | |  |
| Signature of Insert Name |
|  |  | | |
| Signature of witness Insert Witness Name |  |

**Schedule 1**

***List of Connection Approvals***

**Schedule 2**

***RPEQ Certificate***

I, (Enter Full Name), being a professional engineer registered in Queensland (RPEQ Registration No:

Enter Number and acknowledging the reliance placed on me by the Northern SEQ Distributor – Retailer Authority trading as ‘Unitywater’ for the accuracy of the following information.

CERTIFY as follows in respect to the subdivision of land described below:

1. That at least 50% of each of the component of both the water supply and the sewerage Network Works (where such works are applicable) have been completed;
2. The estimated cost of the uncompleted Network Works is not less than $Value;

And

1. The information contained in this certificate and the accompanying schedule of uncompleted Network Works is accurate.

DATED this Date day of Month, 20XX

|  |
| --- |
| Signature |

**Schedule 3**

***Subdivision Plan***