

CONTRACTOR AGREEMENT WATER MANAGER

Principal

Scotland Island Residents Association
P O Box 70, Church Point, 2105
ABN 19 163 341 913

Contractor

Scotland Island, 2105
ABN:

Purpose

The Principal and the Contractor agree that the following terms and conditions will apply to the services to be performed by the Contractor under this Agreement:

i. Period

This Agreement will commence on signing by both parties and continue for One Year from that date and in accordance with Part iv, Terminations. The schedule of services and fees as per Appendices 1 and 2,

ii. Services

The Contractor will provide to the Principal the services as set out in the Schedule of Services attached to this Agreement (the Services), subject to the terms and conditions of this Agreement.

The Contractor must comply with any direction or instruction by the Principal.

The Contractor will report to the Principal, or the authorised representative of the Principal, as and when requested to do so, in respect of the performance of the Services. The Contractor will comply with all reasonable requests of the Principal to provide information or access required for the Principal to comply with the Principal's obligations.

iii. Payment

In consideration for the Contractor providing the Services to the Principal, the Principal will pay the Contractor fees in accordance with the Schedule of Fees at Appendix 2 within 30 days of the receipt of a GST-compliant invoice.

iv. Termination

This Agreement may be terminated

- a) by either party, for whatever reason, by the giving of 2-months written notice, or
- b) immediately on the occurrence of one or more of the following events:
 - i) the Contractor commits any material breach of this Agreement;
 - ii) the Contractor fails to comply with any relevant statutory or regulatory requirement;
 - iii) the Contractor fails to deliver the Services in a timely manner as per the Schedule of Services.

v. Confidentiality

Except as required by this Agreement or by law, the Contractor shall not use or disclose, to any person or persons or Company or other organization, any confidential, personal or private information which the Contractor receives or learns in the performance of the Services.

vi. Property

All property, including but not limited to documents and copies thereof created by the Contractor under this Agreement or which came into the possession of the Contractor pursuant to the performance of the Services, are the property of the Principal. All such property must be returned to the Principal immediately upon termination of this Agreement. As required by the Contract between the Principal and the Client, this property vests in the Principal.

vii. Freedom to Contract

The Contractor will be free to enter into contracts with third parties for the provision of services by the Contractor to the third party while this Agreement is in force, subject to the Contractors not being placed in a conflict of interest, or in a possible conflict of interest, as regards to the Contractor's obligations to the Principal under this Agreement.

In the event of the Contractor needing to sub-contract for the provision of the services, any sub-contractor must be approved by the Principal prior to the sub-contract taking effect.

viii. Nature of the Relationship

The Contractor and the Principal agree that the Contractor will provide the Services to the Principal as a Contractor and will not be in partnership with the Principal or an employee, servant, or agent of the Principal for any purposes whatsoever.

ix. Indemnity

The Contractor hereby indemnifies, and agrees to keep indemnified the Principal and its respective officers and agents, against all losses, liabilities, claims and expenses which arise from:

- a) any act or omission of the Contractor or the Contractor's sub-contractor in connection with the Services;
- b) any injury or damage suffered by the Contractor or the Contractor's sub-contractor;
- c) without limiting the above, any act or omission of the Contractor or the Contractor's sub-contractor that causes or contributes to any loss, liability, claim, or expense being incurred by the Principal.

x. Assignment

The Contractor may not assign its rights and obligations under this Agreement to any other party without the consent of the Principal.

xi. Variation

The terms of the Agreement may not be varied otherwise than in writing signed by the Contractor and the Principal.

xii. Compliance

The Contractor shall carry out the Services under this Agreement in accordance with the highest professional standards.

xiii. Governing Law

This Agreement will be construed and governed by the law of the state of NSW.

EXECUTED as an Agreement:

Date:

SIGNED by Scotland Island Residents' Association

Name: ...Robyn Iredale.....

Position: SIRA President.....

Signature:

SIGNED by Contractor:

Name

Signature:

In the presence of:

Signature of witness:

Name of witness:

Address of witness:

APPENDIX 1

DESCRIPTION OF ROLE AND DUTIES EMERGENCY WATER MANAGER

Brief Role Description

- . Support and Train the water monitor
- . Assist with resolving issues and or disputes with water buyers
- . Monitor and organize the maintenance of lines and connections
- . Request residents to remove any material or vegetation on the line in front of their property
- . monitor building works that might impact the lines and arrange protection in galvanized pipe.
- . purchase replacement fittings/pipe as required and order complying fittings for residents to connect to the system.
- . Liaise with automated booking system contractor on any issues that may arise
- . Contact the NBC plumber as required regarding pipeline from Church Point to meters at Bell steps

Specific duties:

- Support the water monitor and provide backup or relief if they are sick or on holiday.
- Join Emergency Water Whats App group to assist communications.
- Liaise with automated booking system contractor regarding any issues/interruption to bookings
- Assist in resolving any issues between the water monitor and water buyers and ensure that the SIRA committee is immediately notified of all unresolved disputes.
- Oversee contractors clearing vegetation and obstructions from the lines.
- Receive reports of breeches or issues impacting the lines from contractors or residents
- Engage plumber to carry out repairs or replacements to the lines as required.
- Discuss any problems with water flow from Church Point to the island with NBC plumber.
- Purchase replacement parts including, including valves, pipe, adaptors, joiners, clamps, washers and plugs plus hardware such as star pickets, yellow caps and cable ties to support and protect the lines.
- Differentiate between main line maintenance and private line maintenance where water buyers are responsible for their own private connection to the line.
- Order and invoice water buyers for parts and maintenance of private connections or provide the treasurer sufficient information to raise an invoice to the water buyer
- Supply tax invoices to the accountant on a monthly basis.
- Approve invoices of suppliers and contractors for payment by SIRA accountant
- Advise the Water Monitor of any time off required, where possible, at least one month in advance, and arrange a suitable replacement for that period.
- If the contractor needs to undertake an alarm call out then they may invoice separately each month for their time at the standard contractor rate, currently \$51.75 per hour.
- Advise the Principal if and when any future significant expenditure on the water line might be expected.

APPENDIX 2

Schedule of Fees:

Initially \$388.12 per month plus GST if applicable. This is based on an assumed 7.5 hours per month paid at SIRA equity rate, currently \$51.75 per hour. Fees to increase in July 2024 for CPI movements.

As noted in the schedule of services, additional approved hours may be invoiced, also at the equity rate.

Payment Schedule:

- Monthly tax invoice payable on 30-day terms to nominated account.