

CONTRACTOR AGREEMENT WATER MONITOR

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

SCHEDULE OF SERVICES

Manage the Emergency Water booking operational requirements for Lines 1,2 and 3.

Specific duties:

- Oversee the booking process, water delivery and invoicing.
- Be generally available for customer queries by phone, text or email from 8am to 8pm, 7 days per week.
- Join Emergency Water Whats App group to assist communications.
- Manage and resolve issues with water purchasers.
- Attend to any pump alarms and liaise with the automated booking system contractor over any faults that may arise.
- The contractor will undertake up to two alarm call outs per month. If there are more than two alarm call outs required, then the contractor will invoice separately each month at the standard contractor rate approximately \$51.75 per hour.
- Liaise with the automated booking system contractor over any faults that may arise
- In a timely manner advise the Water Manager of any breaches or breaks in the Emergency Water line.
- Follow the Emergency Water Guidelines and Procedures for Monitors.
- Prepare a monthly reconciliation of water sales using meter readings and the information downloaded from the automated booking system. Provide this information to the principal's accountant as soon as possible after the end of each month.
- Follow up unpaid invoices.
- Report any water purchase or delivery issues to the SIRA Executive.
- Supply tax invoices on a monthly basis.
- Water Monitor's tax invoices may be raised once the month has concluded, and the reconciliation of water usage and water invoiced has been completed.
- Advise the Water Manager of any time off required, where possible, at least one month in advance, and arrange a suitable replacement for that period.
- Monitors must have an ABN and are paid on invoice once per month. Monitors may be registered for GST but it is not a requirement.

APPENDIX 2

Schedule of Fees:

Initially \$983.25 per month plus GST if applicable. This is based on 19 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.