

VicFacilities Water Monitoring Agreement for WaterSmart Program participants

Parties

Water Corporation: Westernport Water

ABN: 63 759 106 755

Customer:

ABN or ACN:

Parts of this Agreement

This agreement is made up of the following parts, which must be read together to make up the whole Agreement:

1. Background
2. Terms and Conditions
3. Customer Details
4. Schedule 1 – Customer Sites

1. Background

- 1.1** The Victorian Government's WaterSmart program is supporting Victorian urban water corporations' non-residential customers to improve on-site water efficiency.
- 1.2** The Victorian Government's VicFacilities water monitoring platform allows non-residential customers to monitor site water use, identify leaks within their boundaries and act upon them in a timely manner.
- 1.3** Under WaterSmart, the Water Corporation will provide water use monitoring to the Customer, at the sites specified in Schedule 1, via the VicFacilities water monitoring platform, in accordance with the terms of this Agreement
- 1.4** The Customer and the Water Corporation acknowledge their partnering approach to working together in good faith to achieve the objectives of this Agreement
- 1.5** The Customer and the Water Corporation share the objective to improve water efficiency across the region. Through this Agreement, the Customer and Water corporation will engage with each other cooperatively and collaboratively to achieve improved efficiency through water use monitoring.

EXECUTED for and on behalf of Westernport Water ABN 63 759 106 755, represented by:

Name of authorised representative:

Position of authorised representative:

Signature: Date:

EXECUTED for and on behalf of

ABN or ACN by the following authorised delegate. As authorised signatory of the stated Customer, I have read and understood, and agree to be bound by, the terms and conditions contained in this agreement.

Customer to complete this section with names and position details of the Person Authorised to enter into Agreement on behalf of the Customer.

Name of authorised signatory:

Position of authorised signatory:

Signature: Date:

Name of witness:

Position of witness:

Signature: Date:

2. Terms and Conditions

- 2.1 WaterSmart will fund your subscription to the VicFacilities platform and data logger communications for a maximum period of three years.
- 2.2 The Water Corporation will help you to identify the most suitable water meter(s) to be monitored. This may be your main meter, or a suitably significant metered water supply e.g., rainwater tank or check meter.
- 2.3 VicFacilities will (during the three-year period):
 - 2.3.1 arrange installation and connection of a data logger(s) at the site and meters listed in Schedule 1.
 - 2.3.2 provide continuous water monitoring at your site(s) and water meter(s) as listed in Schedule 1.
 - 2.3.3 provide log in and access to your site(s) water monitoring data via the VicFacilities online portal.
 - 2.3.4 send high water use email alerts to the email address specified by you.
 - 2.3.5 rectify any defect or function issues with the data logger(s) within 30 business days or other period by mutual agreement.
- 2.4 It is a condition of WaterSmart funding that you must:
 - 2.4.1 Grant access to the VicFacilities service provider to your site(s) listed in Schedule 1, for the purposes of data logger installation and maintenance.
 - 2.4.2 Commit to connection to the VicFacilities monitoring platform for the full three-year period.
 - 2.4.3 Commit to act upon any leaks found within the site boundary, within 30 days.
 - 2.4.4 Acknowledge and agree data collected by VicFacilities is made available to the VicFacilities Administrator, VicFacilities contractors, your Water Corporation, and the Victorian Government for the purposes of delivering the services, analysis and reporting (de-identified).
 - 2.4.5 Agree that the Water Corporation or representative from the Victorian Government may contact you to participate in surveys, case studies, interviews or naming in the media for program promotions or analysis (subject to additional agreement).

- 2.4.6** Submit a report to the Water Corporation, during your subscription to VicFacilities (at 12, 24 and 36 months) detailing for each site:
- Number of leaks found and fixed
 - Water efficiency improvements made
 - Water and bill savings achieved (if known)

2.5 What is NOT included in the funding:

- 2.5.1** Ongoing subscription or data logger maintenance after the three-year period. Subscriptions will be automatically terminated on the 1st of the 37th month, unless you advise the VicFacilities administrator that you wish to continue, at your own cost. If you wish to continue (at your own cost), you must contact the VicFacilities administrator at least two months before the end of your three-year period. WaterSmart or the Water Corporation are not responsible for any costs associated with re-installation of the VicFacilities data logger service or reconnection once terminated after the three-year period.
- 2.5.2** Any damage, negligence, vandalism or otherwise caused to the data logger within the terms of this agreement will be paid for by you.
- 2.5.3** Any call-out or transport costs where you have failed to allow appropriate and safe site access to the VicFacilities contractor at the time agreed to with you, for the purposes of installation or maintenance. You must advise VicFacilities administrator of any changes or obstacles to site access or appointments made.
- 2.5.4** In the event VicFacilities, for technical reasons, is unable to monitor your site, the Water Corporation is not obligated to provide alternative monitoring arrangements.
- 2.5.5** Ownership of the data logger device; the device remains property of VicFacilities.

3. Customer Details

Eligibility Check

Is the Customer a non-residential (commercial, industry, business, council) customer of Westernport Water?

Yes No

Is the Customer the owner or tenant of the site(s) to be monitored? Yes No

If the Customer is a tenant, has written approval by the site owner been obtained? Westernport Water must retain a copy of the approval. Yes No

Does the Customer understand and agree to their obligations under 2.4 of the terms and conditions (including reporting requirements and potential requests to assist with program promotion) Yes No

Customer - Primary Contact Details

Customer:

Name: Position:

Email: Phone Number:

4. Schedule 1 - Customer Sites Stream 1 Water Monitoring

List of Customer sites approved to participate in VicFacilities. Add more sites and pages as needed.

Site 1

Site Name	
Site Address	
Site Type*	
Site Population (FTE Equivalent)	
Water Meter Number (s)	
Water Meter Location	
Name of Site Contact	
Email Address	

Site 2

Site Name	
Site Address	
Site Type*	
Site Population (FTE Equivalent)	
Water Meter Number (s)	
Water Meter Location	
Name of Site Contact	
Email Address	

Site 3

Site Name	
Site Address	
Site Type*	
Site Population (FTE Equivalent)	
Water Meter Number (s)	
Water Meter Location	
Name of Site Contact	
Email Address	

**Office, sporting ground, park/green space, healthcare, hospitality, retail, agriculture, mining, manufacturing, construction.*

Site 4

Site Name	
Site Address	
Site Type*	
Site Population (FTE Equivalent)	
Water Meter Number (s)	
Water Meter Location	
Name of Site Contact	
Email Address	

Site 5

Site Name	
Site Address	
Site Type*	
Site Population (FTE Equivalent)	
Water Meter Number (s)	
Water Meter Location	
Name of Site Contact	
Email Address	

Site 6

Site Name	
Site Address	
Site Type*	
Site Population (FTE Equivalent)	
Water Meter Number (s)	
Water Meter Location	
Name of Site Contact	
Email Address	

**Office, sporting ground, park/green space, healthcare, hospitality, retail, agriculture, mining, manufacturing, construction.*

Site 7

Site Name	
Site Address	
Site Type*	
Site Population (FTE Equivalent)	
Water Meter Number (s)	
Water Meter Location	
Name of Site Contact	
Email Address	

Site 8

Site Name	
Site Address	
Site Type*	
Site Population (FTE Equivalent)	
Water Meter Number (s)	
Water Meter Location	
Name of Site Contact	
Email Address	

Site 9

Site Name	
Site Address	
Site Type*	
Site Population (FTE Equivalent)	
Water Meter Number (s)	
Water Meter Location	
Name of Site Contact	
Email Address	

**Office, sporting ground, park/green space, healthcare, hospitality, retail, agriculture, mining, manufacturing, construction.*

If you require assistance please contact Maja Wolnik, Communications and Engagement Program Officer on 0418 738 936 or mwolnik@westernportwater.com.au.

! Please read all information and declarations carefully before you complete and submit this form:
 Email completed PDF form to: communications@westernportwater.com.au or mwolnik@westernportwater.com.au
 Mail your printed form to: 2 Boys Home Road, Newhaven 3925, Victoria, Australia

