

**MidCoast Water**

**Contractors Program**

**Application Pack**

**This MidCoast Water Contractors Information Pack contains the following:**

1. Contractors Guide to Registering with MidCoast Water

Explains the process of registering to become a Register Contractor with MidCoast Water

2. Contractors Registration Application Form

The application form to be completed by prospective MidCoast Water Contractors. Complete the form and attach any relevant information to assist in the evaluation process.

3. Contractors Employee Training Register

Please complete the attached Contractor Employee Training Register for each of your employees that will be working on a MidCoast Water worksite.

Please include any details of the Qualifications, skills, training and experience of employees that will be relevant to work activities you are seeking registration for.

4. Copy of the details contained in the Contractors Registration Agreement



# Contractor Guide to Registration

<b>Id No:</b>	CP 27.02	<b>Version No:</b>	3
<b>Issue Date:</b>			18 July 2007
<b>Responsible Officer:</b>			Systems Support Manager
<b>Authorised by:</b>			MidCoast Water Executive

## Registering to perform services under contract for MidCoast Water

MidCoast Water engages contractors to perform a range of services.

To be eligible to provide services under contract for MidCoast Water, an organisation must be pre-registered against a specific scope of works.

Registration as a MidCoast Water Contractor does not guarantee an organisation of being engaged to perform any work by MidCoast Water; it is a list of potential contractors that are available for our employees to select from when they require a contractor to perform a specific service.

### Applying for Contractor Registration

Organisations are welcome to apply for pre-registration by completing and supplying the following to MidCoast Water for evaluation:

1. MidCoast Water Contractors Registration Application form, include the scope of works your organisation is applying to perform.
2. Provide evidence of your organisations ability to perform the scope of works applied for, which may include:
  - a. Company resume
  - b. References; either MidCoast Water or other companies your organisation has undertaken work for before
  - c. Qualifications, skills, training and experience of employees
    - i. Please complete the attached Contractor Employee Training Register for each of your employees that will be working on a MidCoast Water worksite.
3. Providing evidence of appropriate Insurances in the form of copies of Insurance company issued "Certificate of Currency"
  - Note: Broker statements or invoices are not acceptable forms of evidence

To complete the registration process, the contractor is provided with the following:

1. A Registration Agreement; which specifies the Terms and Conditions of providing a "Contract for services" for MidCoast Water.
  - This agreement must be signed and returned to MidCoast Water
2. MidCoast Water Contractor Guidelines
  - This outlines the requirements of contractors when engaged to perform a "Contract for services" for MidCoast Water.
  - It also provides guidance material for Safety and Environmental expectations while performing a "Contract for services" for MidCoast Water.

## **MidCoast Water evaluation of the application**

Once an application has been received, it is to be evaluated to determine if it meets MidCoast Water's requirements to be offered registration as a MidCoast Water Contractor.

### **Unsuccessful applications**

If the application does not meet MidCoast Water's registration requirements, the applicant will be contacted and notified of the reasons the application was not successful.

### **Successful applications**

If the application does meet MidCoast Water's pre-registration requirements, the applicant will be offered a Contractor Registration Agreement with MidCoast Water.

## **Maintaining Contractor Registration with MidCoast Water**

It is important for Registered Contractors to maintain their registration to enable them to be engaged to perform "Contract for Services" for MidCoast Water.

### **Insurances**

To maintain registration as active, evidence of insurances supplied to MidCoast Water must be kept up to date.

#### **Workers Compensation**

- A copy of a Workers Compensation Insurance "Certificate of Currency" issued by your insurance company covering your industry classification (WIC).
  - Note: these are now valid for a period of 12 months (previously only 4); however you must contact your insurer to get a Certificate of Currency.
  - Broker statements or invoices are not acceptable forms of evidence

#### **Public Liability**

- Evidence of appropriate Public Liability Insurance (to the amount specified in **Schedule 1** of the Contractor Registration Agreement) is to be maintained. This evidence is to be in the form of a copy of the Insurance Company supplied "Certificate of Currency", (Broker statements or invoices are not acceptable forms of evidence).

#### **Professional Liability**

- Where specified in **Schedule 1** of the Contractor Registration Agreement, evidence of appropriate Professional Liability Insurance is to be maintained. This evidence is to be in the form of a copy of the Insurance Company supplied "Certificate of Currency", (Broker statements or invoices are not acceptable forms of evidence).

### **Quality of Work**

The contractor is required to perform work to an acceptable standard.

### **Safety and Environmental Performance**

The contractor is required to perform work to an acceptable standard of workplace safety and environmental due diligence as outlined in the MidCoast Water Contractor Guidelines.



# Contractor Registration Application Form

**Id No:** CP 27.01      **Version No:** 3  
**Issue Date:** 19 July 2007  
**Responsible Officer:** Systems Support Manager  
**Authorised by:** MidCoast Water Executive

## Organisation Details

Company Name: .....

Trading as: .....

ABN: .....

Business Address: .....

Suburb: ..... State: ..... Post Code: .....

Phone: (.....) ..... Fax: (.....) .....

### Organisation Personnel Details

### Contact Numbers

Director / Owner: ..... (.....) .....

Contact for MidCoast Water: ..... (.....) .....

Email: .....

The organisation operates as:

Company

Sole Trader  Employees Yes  No

Partnership  Employees Yes  No

## Scope of Work

The organisation is seeking approval to perform the following Scope of Work(s) for MidCoast Water:

- |  |   |
|--|---|
| <input type="checkbox"/> Bricklaying                           | <input type="checkbox"/> Road Construction & Repairs                      |
| <input type="checkbox"/> Carpentry                             | <input type="checkbox"/> Specialised Services – General (provide details) |
| <input type="checkbox"/> Formwork                              | <input type="checkbox"/> Specialised Services – Water (provide details)   |
| <input type="checkbox"/> Concreting                            | <input type="checkbox"/> Specialised Services – Sewer (provide details)   |
| <input type="checkbox"/> Painting - Commercial Services        | <input type="checkbox"/> Sewer Pipe Cleaning                              |
| <input type="checkbox"/> Excavation                            | <input type="checkbox"/> Closed Circuit Television – Sewer Pipes          |
| <input type="checkbox"/> Earthmoving                           | <input type="checkbox"/> Plumbing Services                                |
| <input type="checkbox"/> Land Clearing                         | <input type="checkbox"/> Waste Removal Services                           |
| <input type="checkbox"/> Fencing (including security fences)   | <input type="checkbox"/> Inspection Services - Electrical Tagging         |
| <input type="checkbox"/> Minor Maintenance and repair work     | <input type="checkbox"/> Inspection Services - Fire Equipment             |
| <input type="checkbox"/> On-site Repairs & Maintenance         | <input type="checkbox"/> Inspection Services - Lifting Equipment          |
| <input type="checkbox"/> Metal Fabrication Services            | <input type="checkbox"/> Inspection Services - Laboratory Equipment       |
| <input type="checkbox"/> Metal Machining Services              | <input type="checkbox"/> Inspection Services - Oxy-Acetylene Equip.       |
| <input type="checkbox"/> Crane Hire                            | <input type="checkbox"/> Inspection Services - Pressure Vessels           |
| <input type="checkbox"/> Truck mounted lifting cranes services | <input type="checkbox"/> Inspection Services – Safety Equipment           |

- |  |   |
|--|---|
| <input type="checkbox"/> Electrical Services (installation & repair) | <input type="checkbox"/> Under Road Boring                              |
| <input type="checkbox"/> Air Conditioning Services                   | <input type="checkbox"/> Pest Control                                   |
| <input type="checkbox"/> Office Equipment Service and Repair         | <input type="checkbox"/> Lawn Mowing                                    |
| <input type="checkbox"/> Information Technology Services             | <input type="checkbox"/> Landscaping & Gardening                        |
| <input type="checkbox"/> Communication Services (networks)           | <input type="checkbox"/> Security Services (including building systems) |
| <input type="checkbox"/> Engineering Services                        | <input type="checkbox"/> Cleaning Services                              |
| <input type="checkbox"/> Audit Services                              | <input type="checkbox"/> Geo-Technical Assessment                       |
| <input type="checkbox"/> Consultant – (provide details)              | <input type="checkbox"/> Surveying                                      |
| <input type="checkbox"/> Training Providers (provide details)        | <input type="checkbox"/> Labour Hire                                    |
| <input type="checkbox"/> Drafting Services                           | <input type="checkbox"/> Traffic Control Services                       |

\* Please provide specific details of activities within your company resume

**MidCoast Water Industry Accreditation is required for the following Scope of Works\***

- Survey and Design for Construction
- Asset Construction (eg: Pipe Laying)
- Project Managers – (for Asset construction or design)

\* Approval for MCW Industry Accreditation is via our Development team, separate to this application.

**Insurances**

The organisation has Certificates of Currency for the following Insurances

**\* Please provide copies of your Insurance Certificates of Currency.**

- |                        |   |
|------------------------|---|
| Liability (Public)     | <input type="checkbox"/> Specify liability amount covered: .....        |
| Professional Liability | <input type="checkbox"/> Specify liability amount covered: .....        |
| Workers Compensation   | <input type="checkbox"/> Required for Employees, Working Directors etc. |
| Sickness & Accident    | <input type="checkbox"/> Required for Sole Traders / Partnerships       |

**Company Resume / References / Qualifications**

Please provide suitable evidence of your organisations ability to perform the scope of works you are applying to be registered for.

Suitable evidence can include a range of the following:

- Name of a MidCoast Water manager familiar with the quality of your work
- A resume of the company previous works
- Names and contact numbers of organisations/ persons that can provide suitable references.
- Qualifications, skills and training of employees

Signed: ..... Date: ...../...../.....  
 Organisation Director / Owner

**Office Use Only**

Date Application received: ...../...../..... Entered onto the database: ...../...../.....

Comments: .....  
 .....  
 .....



# Contractor Employee Training Register

**Id No:** CP 27.04      **Version No:** 1  
**Issue Date:** 26 July 2007  
**Responsible Officer:** Systems Support Manager  
**Authorised by:** MidCoast Water Executive

Business Name: ..... Employee Name: ..... Date: ...../...../.....

## Qualifications, Licence, Certification and Training Register

Please provide details of any qualification held by your staff, the initial list has been provided as a guide, please expand as appropriate.

Qualifications, Licence, Certification & Training Course	Details / Class (where appropriate)	Certificate No.	Date Obtained	Expiry Date (if applicable)	Training Provider
Drivers Licence:	Class:				
MidCoast Water Contractor Induction	Card No:				
WorkCover OHS Induction for Construction Industry (WorkCover issued card only)		CGI			
Dept. Fair Trading Contractors Licence:					
Work Cover: National OHS Certificate of Currency (LL, LF, LF, SI, etc.)					
Senior First Aid Certificate					
RTA: Traffic Controller					
RTA: Apply Traffic Control Plans					
RTA: Select Modify Traffic Control Plans					
Safe Work in Confined Space Training					
Safe Working at Heights					
Powerline Awareness					
Manual Handling					
Bonded Asbestos Removal					
Surveying Qualifications					

**Please list other qualifications on back of the form**

Qualifications, Licence, Certification & Training Course	Details / Class (where appropriate)	Certificate No.	Date Obtained	Expiry Date (if applicable)	Training Provider

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





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# MIDCOAST WATER CONTRACTOR PROGRAM

## REGISTRATION AGREEMENT

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“Contractor”

and

MidCoast County Council

# Schedule 1

Dated: ..... Day of ..... 20...

## PARTIES TO THE AGREEMENT

This Agreement is between:

### **MidCoast County Council**

PO Box 671  
TAREE NSW 2430  
ABN: 33 274 464 218

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General Manager - MidCoast County Council

and

### **The Registered Contractor**

Trading as; <.....>

<Address>

ABN:

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Signed:

### **Registered Contractors approved Scope of Works**

- 
- 
- 
- 
- 
- 

### **Insurance Requirements**

Workers Compensation Insurance within the appropriate WorkCover Industry Classification for the work activities undertaken, covering all employees in your business.

Sickness & Accident Insurance appropriately maintained and current to ensure your protection of wages in the event of an accident.

Public Liability Insurance covering the work activities undertaken by your business covering the minimum value of <\$.....>

Professional Liability Insurance covering the work activities undertaken by your business covering the minimum value of <\$.....>

Contractor	MidCoast Water

**TERMS OF THIS REGISTRATION AGREEMENT**

**1. AGREEMENT**

**1.1 Intent of this Agreement**

- 1.1.1 The Registered Contractor acknowledges and accepts that the terms and conditions specified in this agreement form the basis for the performance of a "Contract for Service" for MidCoast Water.
- 1.1.2 The "Contractor Registration Agreement" is not a guarantee that a Registered Contractor will be engaged to perform a "Contract for Service" for MidCoast Water.

**2. TERM OF REGISTRATION**

**2.1 Registration of the Contractor**

- 2.1.1 The Contractor Registration Agreement with MidCoast Water will begin from the date of execution of this agreement, and will remain in place until such time that either party takes action that is necessary to terminate such registration.

**3. REGISTRATION TO PERFORM SPECIFIC SERVICES**

**3.1 Scope of Works**

- 3.1.1 Schedule 1 of this agreement specifies the scope of works that the Registered Contractor has been accepted to perform for MidCoast Water.
- 3.1.2 The Registered Contractor may apply to have the scope of works expanded at any time by request to MidCoast Water; such written notice shall not be unreasonably denied or delayed.

**4. PROVISION OF GOODS AND SERVICES**

**4.1 Contract for Services**

- 4.1.1 On engagement by MidCoast Water, the Registered Contractor agrees to perform those services as nominated:
  - 4.1.1 In a diligent and professional manner
  - 4.1.2 In accordance with any industry standards that normally apply to the Services or that are otherwise imposed by law
  - 4.1.3 In accordance with any relevant legislation, and
  - 4.1.4 By adhering to the requirements as specified in the "MidCoast Water Contractor Guidelines".

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## **4.2 Provision of Goods**

- 4.2.1 If any goods are to be included as part of the services, the Registered Contractor represents and warrants that such goods:
- 4.2.1.1 are new and unused by any person (unless specified otherwise)
  - 4.2.1.2 are of merchantable quality, that are fit for the purpose for which they are provided and are free from defects in materials, workmanship and installation, and
  - 4.2.1.3 if applicable, meet the design and performance criteria as documented in any relevant specifications as identified for that purpose
- 4.2.2 The Registered Contractor is entitled to deal with those goods (including any Intellectual Property Rights in them) and to pass good title to MidCoast Water.
- 4.2.3 That the title and risk of those goods will only pass to MidCoast Water when MidCoast Water notifies the Registered Contractor that it accepts the nominated goods.

## **4.3 Registered Contractors equipment**

- 4.3.1 If the Registered Contractor is required to provide or use any equipment (other than anything to be provided by MidCoast Water) in connection with the Services, then the Registered Contractor is responsible, at its own cost for:
- 4.3.1.1 Acquiring and insuring that equipment
  - 4.3.1.2 Maintaining it in good working condition throughout the Period of Engagement (as specified on the Contractor Engagement Form)
  - 4.3.1.3 Ensuring the equipment meets all legal requirements, including but not limited to, maintenance and inspection requirements of the NSW OHS Legislation.

## **4.4 Equipment or facilities supplied by MidCoast Water**

- 4.4.1 If MidCoast Water provides equipment or facilities for the use by the Registered Contractor, then the Registered Contractor:
- 4.4.1.1 Shall use that equipment or those facilities only for the purpose of providing such services as nominated on the Contractor Engagement Form.
  - 4.4.1.2 Shall make certain that such equipment or facilities are maintained to an acceptable standard for the duration of the engagement
  - 4.4.1.3 Shall ensure that any equipment or facilities are used or operated according to the manufacturer's instructions
  - 4.4.1.4 Shall notify MidCoast Water immediately they become aware that the equipment or facilities are not functioning to specification, or
  - 4.4.1.5 Such equipment has become lost or stolen.

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**4.5 Non-Exclusivity**

4.5.1 The Registered Contractor is not for the purposes of this contract an exclusive supplier of goods or services to MidCoast Water. All Contractors who are offered a Contractor Registration Agreement remain eligible for appointment as a Registered Contractor and are subject to engagement based on the Scope of Works specified in the Contractor Registration Application Form

**5. INSURANCE, INDEMNITIES AND WORKERS COMPENSATION**

**5.1 Insurance Policy's requirement**

5.1.1 The Registered Contractor must effect and maintain those insurance policies appropriate to the agreed liability and nominated scope of works, not to be limited to but include the following:

- 5.1.1.1 Workers Compensation Insurance as specified in Schedule 1
- 5.1.1.2 Sickness and Accident Insurance as specified in Schedule 1
- 5.1.1.3 Public Liability as specified in Schedule 1
- 5.1.1.4 Professional Liability as specified in Schedule 1
- 5.1.1.5 Any other insurance policy required by law in connection with the provision of nominated services.

5.1.2 The Registered Contractor:

- 5.1.2.1 Shall pay all insurance premiums on time
- 5.1.2.2 Shall notify MidCoast Water immediately of any insurance policy required under clause 5.1.1 being cancelled, and
- 5.1.2.3 Shall provide evidence to MidCoast Water that the insurance requirements under clause 5.1.1 are current.<sup>1</sup>

**5.2 Indemnity**

5.2.1 The Registered Contractor shall indemnify MidCoast Water against all loss, damages, claim, liability, expenses, payments or outgoings incurred by or awarded against MidCoast Water arising directly or indirectly from:

- a) any breach by the Registered Contractor; and
- b) any act or omission (including any negligence, unlawful conduct or wilful conduct) by the Registered Contractor relating to this agreement or arising as a consequence of the performance or non-performance of the services.

5.2.2 MidCoast Water shall indemnify the Registered Contractor against all loss, damages, claim, liability, expenses, payments or outgoings incurred by or awarded against the Registered Contractor arising directly or indirectly from:

- a) any breach by MidCoast Water; and

<sup>1</sup> Only a "Certificate of Currency", issued by the Insurance Company will be acceptable; a statement issued by an Insurance Broker will not be accepted.

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- b) any act or omission (including any negligence, unlawful conduct or wilful conduct) by MidCoast Water relating to this agreement or arising as a consequence of the performance or non-performance of the services.

5.2.3 The indemnity clauses contained in clause 5.2.1 and 5.2.2 of this agreement applies to the following:

- 5.2.3.1 Each and any engagement of the Registered Contractor under this agreement
- 5.2.3.2 Is a continuing and independent obligation of the party giving the indemnity
- 5.2.3.3 Survives termination of this Agreement.

**5.3 Subcontractor’s Statement regarding Workers Compensation, Payroll tax and Remuneration**

5.3.1 In accordance with section 175B of the “Workers Compensation Act 1987”, Part 5B section 31G-31J of the “Pay-roll Tax Act 1971” and section 127 of the “Industrial Relations Act 1996”, the Registered Contractor must enclose, with each invoice, a completed and signed “Subcontractor Statement” where the contractor is requesting payment for services provided to MidCoast Water

5.3.2 Failure to comply with clause 5.3.1 may cause MidCoast Water to withhold payment for any invoice until such time as an appropriately completed and signed “Subcontractor Statement” has been received by MidCoast Water.

**6. CONTRACTOR’S PERSONNEL AND SUBCONTRACTING**

**6.1 Industrial Relations**

6.1.1 The Registered Contractor, under engagement by MidCoast Water, shall ensure that it conducts its business in accordance with all relevant Industrial Relations legislation.

**6.2 Status**

6.2.1 The Registered Contractor’s Personnel are and remain, as the case may be, employees, agents or subcontractors of the Registered Contractor throughout the Period of Engagement.

**6.3 Unsatisfactory Personnel Performance**

6.3.1 If MidCoast Water acting reasonably is not satisfied with the performance of a member of the Registered Contractor’s Personnel and the Registered Contractor is unwilling to replace that member then MidCoast Water may terminate this Agreement by giving written notice reasonable to the term of the engagement.

**6.4 Sub-contracting**

6.4.1 Where the Registered Contractor requires the services of a subcontractor, approval is required from the MidCoast Water Contract Supervisor.

6.4.2 The Registered Contractor is responsible for ensuring that each subcontractor complies with the terms and conditions as specified in this Agreement.

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6.4.3 The Registered Contractor is responsible to MidCoast Water for any legislative, safety or environmental breach by the subcontractor.

## **7. QUALITY, ENVIRONMENT AND OHS**

### **7.1 Quality**

7.1.1 The Registered Contractor shall be engaged to perform the nominated services in accordance with the relevant industry standards and practices

### **7.2 Environment**

7.2.1 While engaged to perform any work by MidCoast Water, the Registered Contractor:

7.2.1.1 Shall not breach any environmental legislation

7.2.1.2 Shall undertake to adhere to any instructions provided to the Registered Contractor that may arise from an Environmental Impact Assessment or Review of Environmental Factors

7.2.1.3 Shall ensure that environmental controls are implemented as required for the tasks being performed.

### **7.3 Occupational Health and Safety**

7.3.1 The Registered Contractor, under engagement by MidCoast Water, must perform all work in accordance with the NSW OHS Legislation, which includes but is not limited to the following:

7.3.1.1 A site risk assessment must have been undertaken.

7.3.1.2 A documented work activity risk assessment (SWMS) must be completed and available on site for all high and medium risk tasks, which:

- describes how work is to be carried out
- identifies the work activities assessed as having safety risks
- identifies the safety risks
- describes the control measures that will be applied to the work activities, and
- includes a description of the equipment used in the work, the standards or codes to be complied with, the qualifications of the personnel doing the work and the training required to do the work.

7.3.1.3 Prior to commencement of any work, the Registered Contractor, their employees and subcontractors, are to have completed all appropriate inductions

7.3.1.4 All persons working under the control of the Registered Contractor must be suitably qualified and trained to perform the tasks they are assigned

7.3.1.5 A register of any hazardous substances taken onto a MidCoast Water work site is to be maintained at all times; it is essential that Material Safety Data Sheets for these chemicals be made available at all times.

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**7.4 Reporting of Incidents and Injuries**

7.4.1 The Registered Contractor, under engagement by MidCoast Water, must report the following incidents and injuries to their MidCoast Water Contract Supervisor:

7.4.1.1 **Serious Incidents must be reported immediately;** those involving a fatality or a serious injury or illness, or are immediately life threatening but resulted in no injury or illness (such as a collapse of excavation of trench) as per clause 344 of the *OHS Regulation 2001*

7.4.1.2 **Other Incidents must be reported within 48 hours;** where the injury or illness results in the person being unable to perform their normal activities for 7 or more days or other incidents (such as exposure to specific substances) as per clause 341 of the *OHS Regulation 2001*

**8. FEES PAYABLE TO THE CONTRACTOR**

**8.1 Amount payable**

8.1.1 MidCoast Water agrees to pay the Registered Contractor, the fee specified in the quote, or the cost agreed at the time of engagement (this may include a scheduled hourly or piece work rate)

**8.2 Invoices**

8.2.1 All Payments will be made generally within 30 days of receipt of an invoice from the Registered Contractor, subject to the requirements of clause 5.3.2

**8.3 Expenses**

8.3.1 If MidCoast Water is required to reimburse the Registered Contractor for any expenses, then the MidCoast Water will pay those expenses on the conditions that:

8.3.1.1 those expenses are first approved by the MidCoast Water Contract Supervisor

8.3.1.2 the Contractor produces evidence (which may include tax invoices, invoices or receipts) acceptable to the MidCoast Water that those expenses have been or will be incurred.

**8.4 Superannuation Guarantee Charge**

8.4.1 The Registered Contractor agrees and acknowledges that the Fee payable for the performance of the services as nominated under the Contractor Registration Agreement includes all amounts inclusive of any amount payable under the Superannuation Guarantee Administration Act 1992.

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## **9. TERMINATION OF THE AGREEMENT**

### **9.1 Termination by MidCoast Water**

- 9.1.1 MidCoast Water will terminate The Contractor Registration Agreement upon the sale of a business under the direct ownership of a Registered Contractor. The new owner(s) may seek registration subject to the normal approval procedures.
- 9.1.2 If MidCoast Water determines that a serious breach of OHS, Environmental or Industrial legislation has occurred, this agreement may be terminated.
- 9.1.3 If a term of this agreement is breached, (other than a serious breach) then the Registered Contractor will be notified in writing by MidCoast Water, at which time, they will have 14 days to rectify the breach and notify MidCoast Water in writing of the action taken. Failure to rectify the breach and notify MidCoast Water may result in termination of this Agreement.

### **9.2 Termination by Contractor**

- 9.2.1 The Registered Contractor may terminate this Agreement at any time by notifying MidCoast Water

### **9.3 Payment of outstanding Fee**

- 9.3.1 When The Contractor Registration Agreement is terminated, MidCoast Water agrees pay to the Registered Contractor the balance of any fees not yet paid to the Registered Contractor, providing there is compliance with clause 5.3.2.

## **10. GOVERNING LAW**

### **10.1 Choice of jurisdiction**

- 10.1.1 The laws in force in New South Wales govern this Agreement. The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of courts exercising jurisdiction in that state.

<b>Contractor</b>	<b>MidCoast Water</b>