

Sydney Water Corporation Purchase Order Terms and Conditions

1 CONTRACTOR'S GENERAL OBLIGATIONS

- 1.1 SWC may issue a Sydney Water Order to the Contractor to provide Goods and/or Services.
- 1.2 The Contractor must supply the Goods and perform the Services (as applicable) in accordance with the requirements of this Contract and all Legislation and all relevant Australian standards (including any other standards specified by SWC in any reference documents describing the scope of Services and/or the requirements for the Goods).
- 1.3 No provision of this Contract will be deemed to create an exclusive agreement between the parties and SWC will always be entitled to invite tenders from and contract with any other party it deems fit, for the provision of like goods and/or services. SWC has no obligation to issue any Sydney Water Order to the Contractor and the Contractor has no right to make any claim for loss of profit or contract or any other Losses resulting from any failure by SWC to issue any Sydney Water Order.
- 1.4 The Contractor must ensure that:
- (a) the Contractor and its personnel are suitably experienced, skilled, qualified, knowledgeable and competent for the provision of the Services;
 - (b) the Contractor has all rights, title, interest, permits, licences, registrations, certificates and other administrative authorisations necessary to lawfully supply the Goods and perform the Services (as applicable) and comply with its obligations under the Contract (all of which the Contractor is responsible for at its own risk and expense);
 - (c) the Goods and Services (as applicable) will be fit for their intended purpose as stated in, or reasonably to be inferred from, the Contract; and
 - (d) any Goods provided will be of good and sound design, materials and workmanship, new, of merchantable quality and fit for the purpose for which they are intended to be used, be free from defects, conform with this Contract and be free from any encumbrances or defects in title.
- 1.5 Title in any Goods will pass to SWC on allocation of the Goods (or part of them) to this Contract or delivery of the Goods to the Site, or on payment by SWC (whichever is earliest). The Goods remain at the risk of the Contractor until the Contractor has delivered the Goods in accordance with this Contract.
- 1.6 The Contractor must comply with all directions given by or on behalf of SWC in relation to the Goods and the Services or this Contract. The Contractor must cooperate with SWC and its other contractors, and promptly provide any information requested by SWC.
- 1.7 The Contractor acts as an independent contractor and neither the Contractor nor its personnel (including those of any of the Contractor's related bodies corporate) are deemed to be either expressly or impliedly employees of SWC.
- 1.8 The Contractor must not make any public statements about this Contract, the Goods supplied or the Services performed under this Contract, SWC or SWC's business without SWC's prior written consent and must immediately refer any media enquiries to SWC.
- 1.9 The Contractor must comply with, and must ensure that its subcontractors (and the employees and agents of the Contractor and its subcontractors) engaged on the Site comply with SWC's requirements (as identified in the Sydney Water Order or given by an authorised representative of SWC).

2 FORMER PUBLIC SECTOR EMPLOYEES

- 2.1 The Contractor acknowledges that pursuant to the *Government Sector Employment Act 2013*:
- (a) SWC is unable to accept services provided by any former public sector employee within the period covered by their severance payment, without that public sector employee first repaying the relevant proportion of their severance pay;
 - (b) SWC is unable to accept services provided by any former public service senior executive within the period covered by any compensation payment under their former contract, without that former public service senior executive first repaying the relevant proportion of their compensation; and

(c) this requirement applies to former employment or engagement in any capacity as staff members, contractors, consultants or employees or principals of companies engaged in contracting to a public sector agency.

2.2 The Contractor warrants to SWC that it will not allocate responsibility for performing any part of the Services to either a:

- (a) former public sector employee within the period covered by their severance payment, without that public sector employee first repaying the relevant proportion of their severance pay; or
- (b) former public service senior executive within the period covered by their compensation payment under their former contract, without that former public service senior executive first repaying the relevant proportion of their compensation.

3 COMMENCEMENT AND COMPLETION

- 3.1 The Contractor must commence supply of the Goods and/or performance of the Services (as applicable) by the prescribed start date set out in the relevant Sydney Water Order ("**Commencement Date**").
- 3.2 The Contractor must supply all of the Goods and complete the Services (as applicable) by the required completion date set out in the relevant Sydney Water Order ("**Completion Date**").
- 3.3 If the Contractor is unable to meet a Completion Date, the Contractor must notify SWC at the earliest possible opportunity.
- 3.4 To the extent that the Contractor establishes that any delay in meeting a Completion Date is due to an act of prevention of SWC, a breach of this Contract by SWC or variation directed by SWC, SWC (acting reasonably) will grant a reasonable extension of time to the Completion Date.
- 3.5 Without in any way limiting SWC's rights at law, SWC may at any time up to 12 months after delivery of the Goods and/or completion of the Services (as applicable) under a particular Sydney Water Order notify the Contractor if any of those Goods and/or Services do not comply with the Contract, and such Goods and/or Services must be re-performed, repaired, replaced or otherwise made good by the Contractor at its cost.

4 PRICE AND PAYMENT

- 4.1 Unless otherwise specified in the Sydney Water Order, the Price is inclusive of all Taxes other than GST and not subject to escalation or variation.
- 4.2 The Contractor will submit to SWC a claim for payment to accountspayable@sydneywater.com.au and in the form of a valid tax invoice on the 5th day of each month (or as otherwise agreed by SWC) for Goods supplied and/or Services performed (as applicable) to the last day of the previous month. Each payment claim must include details of the Goods supplied and/or Services performed, including their value, and be forwarded together with adequate supporting documentation to evidence the claim.
- 4.3 SWC may, within 10 business days of receiving a claim for payment from the Contractor under clause 4.1, and acting reasonably, determine the amount payable by SWC to the Contractor (or by the Contractor to SWC, as the case may be), and may provide the Contractor with a notice:
- (a) advising the Contractor of the amount payable, which takes into account SWC's assessment of any other amounts and Losses which SWC wishes to withhold, retain or set off under clause 4.6; and
 - (b) providing the reasons for any differences between the claimed amount and the amount payable.
- 4.4 Within 2 business days of receiving the determination under clause 4.3, or if no determination is given under clause 4.3, within 2 business days of expiry of the date by which the determination may have been given under clause 4.3, the Contractor must issue its own tax invoice for the supply for the claimed amount, or such other amount determined by SWC under clause 4.3.
- 4.5 SWC will pay the amount stated in the tax invoice given under clause 4.4 within the payment period stated in the Sydney Water Order after the date SWC receives a payment claim under clause 4.2.
- 4.6 SWC may withhold, retain or set off from any payment due to the Contractor under this Contract:

Sydney Water Corporation Purchase Order Terms and Conditions

- (a) any amounts due from the Contractor to SWC under this Contract; or
- (b) any other Losses which SWC claims in good faith that it has incurred or might in the future incur.
- The right to withhold, retain or set off does not limit SWC's right to recover those amounts in any other way.
- ### 5 VARIATIONS
- 5.1 SWC may vary the Goods and/or the Services (as applicable) by written direction under this clause, including by:
- (a) increasing or decreasing the quantity, character, quality, kind or execution of the Goods and/or Services; and
- (b) changing the delivery and the work program, as applicable.
- 5.2 SWC may supply itself the part or parts of the Goods omitted, complete the part or parts of Services omitted or may engage others to supply and/or perform the part or parts so omitted.
- 5.3 Variations will be valued by written agreement or, failing agreement, by SWC using the schedule of rates agreed between the parties (if any) or otherwise reasonable rates.
- ### 6 INDEMNITIES
- The Contractor indemnifies, defends and holds harmless SWC from and against all Losses of SWC in respect of, or in connection with:
- (a) loss or damage to any property, personal injury (including death or illness of any person); (b) claims that use of the Goods and/or Services (including any Goods provided as part of the Services) breach the intellectual property rights of any third party; and (c) any breach of confidence, arising out of or in relation to the performance of the Contractor's obligations under this Contract.
- ### 7 INSURANCE
- 7.1 The Contractor must effect and maintain throughout the continuance of this Contract:
- (a) broadform public and products liability insurance issued on an occurrence basis with a limit of liability of not less than \$20 million for each and every occurrence and, in respect of products liability, in the annual aggregate; and
- (b) if the performance of this Contract requires the Contractor to use or provide for use of plant and equipment that will be used at the Site in connection with this Contract, insurance covering all loss and damage to the Contractor's plant and equipment, for its replacement value;
- (c) if the performance of this Contract requires the Contractor or its personnel or subcontractors to use or provide for use of motor vehicles, motor vehicle third party property damage insurance covering liabilities in respect of any loss, damage or destruction to any property arising from the use of such motor vehicles with a limit of liability of not less than \$30 million for each and every event, and each and every vehicle;
- (d) professional indemnity insurance issued on a claims made basis with a limit of liability not less than \$10 million any one claim and in the annual aggregate and maintained for an additional seven years from the Completion Date, unless SWC confirms in writing that such professional indemnity insurance is not required;
- (e) other insurance to the full extent required by law; and
- (f) other insurance as may be reasonably required by SWC.
- 7.2 The Contractor must ensure all insurance policies required under this clause:
- (a) are obtained from an insurer authorised by APRA or regulated by the Prudential Regulation Authority in the United Kingdom or an insurer acceptable to SWC; and
- (b) do not contain terms, conditions or exclusions detrimental to the performance of this Contract and contain provisions normally included in insurances for the performance of similar contracts.
- 7.3 The Contractor will bear any and all excesses or deductibles in relation to any claim on a policy.
- ### 8 TERMINATION
- 8.1 SWC (at its absolute discretion) may terminate this Contract for its convenience by written notice. Following such termination the Contractor will be entitled to payment:
- (a) pro-rata for satisfactory performance prior to termination; and
- (b) for the cost of goods, materials, plant and equipment properly ordered in respect of this Contract to the extent the Contractor cannot cancel such orders, provided that:
- (i) on payment by SWC, the unencumbered title to the materials passes to SWC; and
- (ii) the materials have not been prematurely ordered.
- 8.2 In addition to its other rights or remedies, SWC may terminate this Contract by immediate written notice for:
- (a) the Contractor's actual or anticipated breach of any Contract provision and failure to correct such actual or anticipated breach within a time period notified by SWC (where applicable); or
- (b) any act related to bankruptcy, reorganisation, change of control, receivership or insolvency occurring in relation to the Contractor, in which case SWC shall have no liability to the Contractor and the Contractor shall have no entitlement to any further payment whatsoever in respect of the termination of the Contract and the Contractor will indemnify SWC against all Losses incurred by SWC in obtaining the Goods and/or Services (as applicable) elsewhere and/or arranging for a third party to supply or complete the Goods and/or Services (as applicable).
- ### 9 ASSIGNMENT
- The Contractor must not assign, transfer or sub-contract the Contract in whole or in part or any legal or equitable interest in it without the prior written consent of SWC.
- ### 10 WORK HEALTH & SAFETY
- 10.1 The Contractor must comply with, and must ensure that its subcontractors (and the employees and agents of the Contractor and its subcontractors) engaged on any Site comply with, any applicable Legislation and all directions of SWC or its representative regarding work, health and safety and must report all injuries and incidents to SWC immediately.
- 10.2 The Contractor must provide to SWC evidence of a safe system of work in accordance with any applicable Legislation.
- ### 11 ENVIRONMENTAL DUE DILIGENCE
- 11.1 The environmental requirements set out in this clause 11:
- (a) are in addition to, but are not in substitution for, any other requirements of any Legislation or other conditions of Contract.
- (b) are not be taken to limit the powers of SWC nor the Contractor's obligations and responsibilities under this Contract.
- 11.2 The Contractor must, at all times, exercise any necessary and reasonable precautions appropriate to the nature of the Goods and/or Services to be provided to protect the environment at the Site, or in the vicinity of the Site.
- 11.3 The Contractor must comply, where directed by SWC, with any reasonable request made by SWC's nominated representative(s) to stop work or to take urgent remedial measures where actual or potential risk of harm to the environment has been identified as a consequence of the Contractor's actions.
- 11.4 The Contractor must provide equipment, materials, training, personnel and other resources (including supervision) necessary to meet the environmental management requirements of this Contract.
- 11.5 Where not obtained by SWC, the Contractor must obtain from the relevant authorities the approvals, licences and permits required to provide the Goods and/or Services. The Contractor must obtain each approval, licence or permit required under this Contract before commencing any work that relates to that approval, licence or permit.
- ### 12 NSW CODE AND NSW GUIDELINES
- #### 12.1 Primary Obligation

Sydney Water Corporation Purchase Order Terms and Conditions

- (a) The Contractor must at all times comply with, and meet any obligations imposed by, the NSW Code and NSW Guidelines.
- (b) The Contractor must notify the CCU and SWC of any possible non-compliance with the NSW Code and NSW Guidelines and of remedial action taken, within 24 hours of becoming aware of the possible non-compliance.
- (c) Where the Contractor engages a subcontractor or consultant, the Contractor must ensure that its contract with the subcontractor or consultant imposes on the subcontractor or consultant equivalent obligations to those in this clause 12, including that the subcontractor or consultant must at all times comply with, and meet any obligations imposed by the NSW Code and NSW Guidelines.
- (d) The Contractor must not appoint or engage another party in relation to the supply of the Goods and/or provision of the Services (as applicable) where that appointment or engagement would breach a sanction imposed on the other party in relation to the NSW Code or NSW Guidelines.

12.2 Access and information

- (a) The Contractor must maintain adequate records of compliance with the NSW Code and NSW Guidelines by it, its subcontractors, consultants and related entities.
- (b) The Contractor must allow, and take reasonable steps to facilitate, authorised personnel (including personnel of the CCU) to:
 - (i) enter and have access to sites and premises controlled by the Contractor, including but not limited to the Site;
 - (ii) inspect any work, material, machinery, appliance, article or facility;
 - (iii) access information and documents;
 - (iv) inspect and copy any record relevant to the Services;
 - (v) have access to personnel; and
 - (vi) interview any person;as is necessary for the authorised personnel to monitor and investigate compliance with the NSW Code and NSW Guidelines, by the Contractor, its subcontractors, consultants, and related entities.
- (c) The Contractor, and its related entities, must agree to, and comply with, a request from authorised personnel (including personnel of the CCU) for the production of specified documents by a certain date, whether in person, by post or electronic means.

12.3 Sanctions

- (a) The Contractor warrants that at the time of entering into this Contract, neither it, nor any of its related entities, are subject to a sanction in connection with the NSW Code or NSW Guidelines that would have precluded it from responding to a procurement process for work to which the NSW Code and NSW Guidelines apply.
- (b) If the Contractor does not comply with, or fails to meet any obligation imposed by, the NSW Code or NSW Guidelines, a sanction may be imposed against it in connection with the NSW Code or NSW Guidelines.
- (c) Where a sanction is imposed:
 - (i) it is without prejudice to any rights that would otherwise accrue to the parties; and
 - (ii) the State of NSW (through its agencies, Ministers and the CCU) is entitled to:
 - (A) record and disclose details of non-compliance with the NSW Code or NSW Guidelines and the sanction; and
 - (B) take them into account in the evaluation of future procurement processes and responses that may be submitted by the Contractor, or its related entities, in respect of work to which the NSW Code and NSW Guidelines apply.

12.4 Compliance

- (a) The Contractor bears the cost of ensuring its compliance with the NSW Code and NSW Guidelines, including in respect of any positive steps it is obliged to take to meet its obligations under the NSW Guidelines. The Contractor is not entitled to make a claim for reimbursement or an extension of time from SWC or the State of NSW for such costs.
- (b) Compliance with the NSW Code and NSW Guidelines does not relieve the Contractor from responsibility to supply the Goods and/or perform the Services (as applicable) and any other obligation under the Contract, or from liability for any defect in the Goods and/or Services (as applicable) or from any other legal liability, whether or not arising from its compliance with the NSW Code and NSW Guidelines.
- (c) Where a change in the Contract, Goods and/or Services is proposed, and that change may, or may be likely to, affect compliance with the NSW Code and NSW Guidelines, the Contractor must immediately notify SWC (or its nominee) of the change, or likely change and specify:
 - (i) the circumstances of the proposed change;
 - (ii) the extent to which compliance with the NSW Code and NSW Guidelines will be, or is likely to be, affected by the change; and
 - (iii) what steps the Contractor proposes to take to mitigate any adverse impact of the change (including any amendments it proposes to a *Workplace Relations Management Plan* (as required under the NSW Guidelines) or *WHS management plan* (as required under the *Work Health and Safety Regulation 2011* (NSW)), andSWC will direct the Contractor as to the course it must adopt within 10 business days of receiving notice.

13 APPLICATION OF CONTRACT

- 13.1 This Contract constitutes the entire agreement between the parties to the exclusion of all other terms and conditions. Any amendment to this Contract has no effect unless expressly agreed in writing by SWC.
- 13.2 SWC may amend these standard terms and conditions from time to time in its sole discretion.
- 13.3 No other terms and conditions, including any terms provided by the Contractor with any quotation or with particular Goods and/or Services upon delivery or performance, form part of this Contract. This Contract constitutes a written offer, which, if not already accepted by the Contractor, is accepted by conduct when the Contractor supplies the Goods and/or provides the Services to SWC. To the extent permitted by law, it is a condition of the quotation, sale, provision and delivery of the Goods and/or Services by the Contractor that the Contractor accepts the terms of this Contract despite the provision of any other terms and conditions by the Contractor. However, SWC may at any time require the Contractor to enter into an SWC Standard Agreement and, if it does so, that SWC Standard Agreement will apply to the Goods and/or Services and will supersede this Contract.

14 GOVERNING LAW & DISPUTE SETTLEMENT

This Contract is governed by the law of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales.

15 OTHER MATTERS

- 15.1 All rights, obligations and liabilities under or in connection with this Contract are to apply unlimited and are otherwise unaffected by anything that, but for this clause, may by virtue of the provisions of the *Civil Liability Act 2002* (NSW) have limited or otherwise affected those rights, obligations and liabilities.
- 15.2 SWC may be required to publish certain information about this Contract in accordance with the *Government Information (Public Access) Act 2009* (NSW) ("*GIPA Act*"). The Contractor must immediately advise SWC in writing identifying any provisions of this Contract it considers to be commercial-in-confidence or which could reasonably be expected to affect public safety or security or which constitute another public interest consideration against disclosure

Sydney Water Corporation Purchase Order Terms and Conditions

- under the GIPA Act and providing reasons so that SWC may consider seeking to exempt those provisions from publication.
- 15.3 Nothing in this Contract operates to restrict or otherwise affect the unfettered discretion of SWC in exercising its powers as a statutory corporation, and if there is any conflict between the unfettered discretion of SWC in the exercise of such powers on the one hand and the satisfaction or performance of SWC's obligations under this Contract, the former will prevail.
- 15.4 The Contractor must always comply with all Applicable Corruption Law related to bribery and corruption and not offer, promise or give (either directly or indirectly) any financial or other Advantage: (i) to any person with the intention of inducing that person to breach a position of trust or duty of good faith or impartiality; or (ii) to any public official intending to influence that official, with the aim that either party should benefit as a result.
- 15.5 The Contractor warrants to SWC that:
- it has not been found by the Independent Commission Against Corruption ("ICAC") to have engaged in Corrupt Conduct;
 - it has not been found by a tribunal or a court of competent jurisdiction to have breached any Applicable Corruption Law;
 - it has read and will comply with SWC's *Business Ethics Guide*; and
 - in performing its obligations under this Contract, it will not employ, or continue to employ, an employee or subcontractor found by the ICAC to have engaged in Corrupt Conduct, or who has breached SWC's *Business Ethics Guide*, or who has been found by a tribunal or a court of competent jurisdiction to have breached any Applicable Corruption Law.
- 15.6 The Contractor must ensure that:
- it does not employ, or continue to employ, any employee or subcontractor; and
 - no subcontractor employs, or continues to employ, any person, in relation to the performance of this Contract, who has been found to have engaged in, or in the case of a company any officer of which has been found to have engaged in, Corrupt Conduct by the ICAC, or who has breached SWC's *Business Ethics Guide*, or who has been found by a tribunal or a court of competent jurisdiction to have breached any Applicable Corruption Law.
- 15.7 SWC may direct the Contractor to terminate any subcontract if any officer of the subcontractor has been found to have engaged in Corrupt Conduct by the ICAC or who has been found by a tribunal or a court of competent jurisdiction to have breached any Applicable Corruption Law.
- 15.8 The Contractor must keep accurate and complete records of all transactions related to this Contract and will promptly report any breach or potential breach of clauses 15.4 to 15.7 to SWC. The Contractor must cooperate fully with SWC in relation to any investigation that SWC wishes to conduct into any breach or potential breach of clauses 15.4 to 15.7, whether or not it has been reported.
- ### 16 INTELLECTUAL PROPERTY
- 16.1 SWC will own the Intellectual Property Rights discovered or coming into existence as a result of, for the purpose of, or in connection with the performance of the Services.
- 16.2 The Contractor grants SWC a perpetual, irrevocable and royalty-free licence to reproduce, use, modify, adapt and sub-license the Contractor's Background IP for any purpose in connection with the Goods and/or Services (as applicable) or the Site.
- ### 17 CONFIDENTIALITY
- 17.1 The Contractor must not use Confidential Information received under this Contract except for the purposes of this Contract and must not disclose any Confidential Information to any person without the written consent of SWC except:
- to the Contractor's personnel, agents or subcontractors where such disclosure is required for the purposes of this Contract; or
 - if the Contractor is required to do so by law or by a stock exchange or in connection with legal proceedings relating to this Contract.
- 17.2 Where the Contractor discloses information under clause 17.1(a), the Contractor must ensure any persons receiving Confidential Information from it agree to be bound by the terms of clause 17.1.
- ### 18 CONSEQUENTIAL LOSS
- 18.1 Subject to clause 18.2, to the maximum extent permitted by law, the Contractor will have no liability to SWC for Consequential Loss arising out of or in relation to this Contract.
- 18.2 The exclusion of liability under clause 18.1 shall not apply to limit or exclude the Contractor's liability:
- under an indemnity under clause 6;
 - for physical loss of or damage to any property of SWC;
 - for loss of or damage to SWC's reputation;
 - arising from any breach of Legislation by the Contractor;
 - arising out of or in connection with fraudulent, malicious or criminal conduct or wilful default by the Contractor; or
 - to the extent that the Contractor:
 - has an entitlement to recover insurance proceeds in respect of that liability under any insurance policy required under clause 7.1; or
 - would have had an entitlement under clause 18.2(f)(i) but for a failure by the Contractor to effect and maintain such insurance, comply with the terms of an insurance policy or properly and diligently pursue a claim under an insurance policy.
- ### 19 DEFINITIONS
- In this Contract, the following definitions apply, except where the context otherwise requires:
- "**Advantage**" means any financial or other advantage, payment, gift, promise or transfer of anything of value;
 - "**Applicable Corruption Law**" means all of the laws, rules, regulations and other legally binding measures relating to bribery, corruption, money laundering, fraud or similar activities in Australia;
 - "**CCU**" is the Construction Compliance Unit established to monitor compliance with and receive reports of alleged breaches of the NSW Guidelines;
 - "**Confidential Information**" means all confidential, non-public or proprietary information, including the terms of this Contract, regardless of how the information is stored or delivered, exchanged between the parties at any time, relating to the business, technology or other affairs of SWC;
 - "**Consequential Loss**" means any:
 - loss of contracts other than this Contract;
 - loss of opportunity to enter alternative transaction or contract; or
 - loss of profit which does not arise as the natural, probable or reasonably foreseeable consequence of a breach of this Contract by the Contractor or from any tortious or unlawful conduct of the Contractor;
 - "**Contract**" means collectively the Sydney Water Order, these standard terms and conditions and any reference documents specified in the Description field of the Sydney Water Order which describe the scope of Services and/or the requirements for the Goods;
 - "**Contractor**" means the contractor identified in the Sydney Water Order;
 - "**Contractor's Background IP**" means Intellectual Property Rights owned by or licensed to the Contractor (including know how and technical information);
 - "**Corrupt Conduct**" has the meaning given in the *Independent Commission Against Corruption Act 1988 (NSW)*;
 - "**Goods**" means the items as specified in any Sydney Water Order to be provided by the Contractor, and any other goods forming part of the provision of the Services, in accordance with the Contract;

Sydney Water Corporation Purchase Order Terms and Conditions

- (k) **"Intellectual Property Rights"** means any intellectual property rights including any protected rights attaching to inventions, patents, registered designs, trade marks and copyright;
- (l) **"Legislation"** means all:
 - (i) acts, ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth and New South Wales;
 - (ii) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the supply of Goods and/or performance of the Services; and
 - (iii) requirements of any authority with jurisdiction in respect of the Goods and/or Services and/or the Site, as applicable.
- (m) **"Losses"** means all liabilities, losses, damages, expenses, compensations, fines, penalties, charges and costs (including legal costs on a full indemnity basis and whether incurred or awarded) of any kind or nature however they arise and whether they are present or future, fixed or unascertained, actual or contingent and including any loss of profits, loss of revenue or loss of opportunity;
- (n) **"NSW Code"** means the NSW Government's Code of Practice for Procurement dated 18 January 2005, updated 7 November 2013, as amended or updated from time to time;
- (o) **"NSW Guidelines"** means the Implementation Guidelines to the New South Wales Code of Practice for Procurement: Building and Construction (as published by the NSW Treasury July 2013);
- (p) **"Price"** means the price set out in the Sydney Water Order;
- (q) **"Services"** means the services as specified in any Sydney Water Order to be provided by the Contractor in accordance with the Contract;
- (r) **"Site"** means the places and facilities where the Goods are to be supplied and/or the Services (as applicable) are to be performed, as set out in the Sydney Water Order;
- (s) **"SWC"** means Sydney Water Corporation (ABN 49 776 225 038);
- (t) **"SWC Standard Agreement"** means an agreement in the form of SWC's standard goods agreement covering supply of the Goods, or SWC's standard services agreement or professional services agreement covering the performance of the Services, or SWC's standard goods and services agreement covering supply of the Goods and performance of the Services, whichever is relevant and whether issued as an individual agreement or as a work order contract;
- (u) **"Sydney Water Order"** means an order provided from SWC's financial management system, asset management system and/or any other electronic and/or manual system advised to the Contractor, by SWC; and
- (v) **"Taxes"** means all forms of taxation, duties, imposts and levies, whether of Australia or elsewhere, and any interest, surcharge, penalty or fine in relation to them.