

Terms and Conditions of Waterwise Greening Scheme

The Funds will be provided on the following terms and conditions:

1. To receive the Funds, the Greening Initiative, the LGA must:
 - a. be an endorsed or Gold Waterwise Council through the Waterwise Council Program and have a Waterwise Verge Policy or similar approved by Water Corporation; and
 - b. meet the eligibility criteria relevant to the Greening Initiative as set out in clause 24 below.
2. The LGA must undertake the Greening Initiative at its own cost and contribute its own funds.
3. To access the Funds, the LGA must comply with the steps set out in these terms and conditions.
4. On completion of the Greening Initiative, the LGA must provide a Report which:
 - a. must be submitted in the correct form;
 - b. contain all of the required information;
 - c. all supporting information and documentation; and
 - d. be submitted by the required date (as notified by the Corporation).
5. If these requirements are not complied with and/or if the Corporation, acting reasonably, is not satisfied with the content of the Report, the Corporation may require the LGA to address any issues and resubmit the Report to the Corporation, or the LGA may not be able to claim funding for that particular Greening Initiative.
6. The Corporation will notify the LGA once the Report has been accepted and will confirm the exact amount of funding that the Corporation will pay (**Funds**). The LGA must then submit an invoice for Funds as specified by the Corporation within 14 days of notification under this clause 6.
7. The Corporation will pay the Funds to the LGA within 28 days of receipt of the invoice.
8. Subject to clause 30:
 - a. the Funds will be no more than 50% of the total cost of the Greening Initiative up to a maximum of \$10,000; and
 - b. if the LGA submits more than one Report for various Greening Initiatives during the Financial Year, the total amount of Funds granted cannot exceed \$10,000.
9. The LGA agrees and acknowledges that the Corporation has no obligation to provide any further funding if the actual costs of the Greening Initiative exceed the Funds and the LGA's contribution.
10. The LGA agrees and acknowledges that Funds are to not be used for the payment of, or reimbursement of:
 - a. staff salaries;
 - b. Goods and Services Tax;
 - c. contractors engaged by the LGA for the completion of Greening Initiatives (such as planting of trees); or
 - d. any other amount not specified in the Report template as being funded (unless specifically approved by the Corporation).
11. If the LGA uses the Funds for any other purpose than the Greening Initiative:

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- a. the LGA must pay the Funds back to the Corporation, upon demand, otherwise the Corporation may institute proceedings to recover the Funds; and
 - b. the LGA will be ineligible to receive any further funds through the Waterwise Greening Scheme.
12. The LGA agrees and warrants to carry out the Greening Initiative in accordance with these terms and conditions, the EOI (if applicable) and any applicable legislation.
13. The LGA is responsible for obtaining or entering into any agreements or approvals that are necessary for the Greening Initiative. Upon request by the Corporation, the LGA must provide proof that the LGA has obtained or entered into any necessary agreements and/or approvals.
14. The LGA will acknowledge the Corporation's contribution to the Greening Initiative in the following ways:
 - a. Waterwise Council Logo: The 'Waterwise Council' logo must appear prominently on the LGA's website and in all of the LGA's promotional and publicity activity, material and publications (together, Materials) relating to the Waterwise Council Program with the text "The 'insert LGA name' is a proud (Gold/Platinum) Waterwise Council" appearing above it;
 - b. Written descriptions of the Greening Initiatives: The standard Corporation acknowledgement line, "This initiative is proudly co-funded by Water Corporation's Waterwise Greening Scheme and forms part of our ambition for Perth (or LGA locality) to be a leading waterwise city (or community)", must appear as part of any written Greening Initiative description appearing in communication channels used by the LGA, including:
 - i. Newsletters;
 - ii. Websites;
 - iii. Other digital applications;
 - iv. Media statements; and
 - v. Letters to residents.
15. The LGA must submit all documents or materials, including the use of logos on websites, containing any of the Corporation's logos and/or acknowledgment text, to the Corporation for approval prior to their release or distribution.
16. The Corporation must be invited to attend any major events relating to the Greening Initiative.
17. The LGA agrees to keep and maintain records and accounts (including all receipts and invoices) in accordance with accounting principles generally applied in commercial practice and as required by law and as necessary to provide a complete, detailed record and explanation of:
 - a. Expenditure of the Funds;
 - b. Any other expenditure on the Greening Initiative (including any in-kind contributions); and
 - c. Implementation and progress of the Greening Initiative.
18. The LGA must provide copies of the records and accounts concerning the Greening Initiative to the Corporation upon request.
19. The LGA agrees to the Corporation publishing information about the Greening Initiative and the amount funded that identifies the LGA.
20. Where the LGA submits photographs to the Corporation (as part of the Report), the LGA must ensure that it has obtained the Permission of all persons appearing in each

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and every photograph submitted to the Corporation and provide evidence of that Permission to the Corporation. In this clause, Permission means permission to use a person's image in various forms of media for the purpose of publicising the Program and for use in other internal and external Corporation publications.

21. The LGA gives the Corporation a perpetual, irrevocable, worldwide, royalty-free licence to use all images submitted as part of the Initiatives (Images) for the purpose of publicising the Greening Initiatives and for use in other internal and external Corporation publications. Where the Corporation wishes to use the Images for any other purpose, the Corporation will request further permission from the LGA.
22. The Corporation will have the right to reproduce, publish or otherwise communicate the Images in a printed or digital format (including, but not limited to, reproducing the Images on the Corporation's website) and may alter, crop or manipulate the Images in any manner.
23. Any dispute arising out of anything contained in these terms and conditions will be dealt with initially by negotiation between the parties. If the dispute is not resolved within 30 business days, the parties may submit the dispute to the Chief Executive Officer of the Corporation and the Chief Executive Officer of the LGA.
24. The eligibility criteria is as follows:
 - a. A LGA will be eligible for funding for Waterwise verge subsidies, Waterwise plant sales, Waterwise garden competitions; Waterwise garden and verge workshops; Waterwise trees and/or Waterwise demonstration gardens if:
 - i. The LGA has a verge policy that is consistent with best practice, as outlined in the Water Corporation Waterwise Verge Best Practice Guidelines or equivalent guidelines as approved by the Corporation in its sole and absolute discretion; and
 - ii. In addition, the following criteria are satisfied depending on the Greening Initiative:
 1. For Waterwise verge subsidies, the LGA offers a waterwise verge subsidy program or similar to its residents or others;
 2. For Waterwise plant sales and giveaways, if the LGA offers only waterwise plants as listed on the Water Corporation's Waterwise Plants Directory to its residents;
 3. For Waterwise garden competitions, if the LGA have an approved waterwise category and uses judging criteria approved by the Corporation;
 4. For Waterwise garden and verge workshops, if the LGA provides gardening workshops with waterwise content approved by the Corporation;
 5. For Waterwise tree programs, a Waterwise tree list reviewed by the Corporation, tree planting in accordance with relevant guidelines and has a street tree policy or similar; and
 6. For Waterwise demonstration gardens, if waterwise gardening practices are used in the demonstration garden and in accordance with relevant guidelines.
25. The LGA acknowledges that while it can submit multiple requests for Funds during the Financial Year, it is only eligible for Funds up to a maximum of \$10,000 per Financial Year (subject to clause 30).

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26. A LGA is unable to claim Funds under the Waterwise Greening Scheme for a particular Greening Initiative if that Greening Initiative has already been provided with monetary support from any other program within the Corporation or any other program external to the Corporation (such as grants or subsidies from another organisation) other than funding provided by the LGA .
27. A LGA can apply for Funds during the Financial Year if the Greening Initiative is completed between 1 May 2023 to 30 April 2024.
28. The LGA acknowledges funding is limited within the Waterwise Greening Scheme each financial year and unless the LGA accepts the terms and conditions, and follows the steps outlined in the terms and conditions, submits all relevant evidence and reports as set by the Corporation, funding for the LGA may be restricted or unavailable.
29. The LGA is required to advise the Corporation in regards to any changes of eligibility such as approved verge document amendments or changes to Greening Initiatives programs and structure that occur during the Financial Year.
30. Notwithstanding clause 8, the LGA is eligible to an additional \$10,000 of Funds if the LGA is a current Platinum Waterwise Council of the Year. The maximum limit for the Platinum Waterwise Council of the Year winner is \$20,000 of Funds for Greening Initiatives.
31. For the purpose of these terms and conditions, the following definitions are used:

Corporation means the Water Corporation.

Eligibility for Funding Letter means the letter from the Corporation to the LGA informing the LGA that the EOI is eligible for funding.

EOI means an expression of interest for funding under the Waterwise Greening Scheme submitted via the Corporation's website by the LGA.

Financial Year means year beginning 1 July 2023 to 30 June 2024.

Funds means the amount the Corporation agrees to pay to the LGA for the Greening Initiative as set out at clause 7 above.

Greening Initiative means a project/program considered under the categories of the Waterwise Greening Scheme.

LGA means the Local Government Authority as set out in the Eligibility for Funding Letter.

Report means the Waterwise Greening Scheme Report.

Waterwise Council Program refers to the program run by the Water Corporation in partnership with the Department of Water and Environmental Regulation for Western Australian Local Government Authorities.

Waterwise Greening Scheme refers to this funding scheme that runs as part of the Waterwise Council Program for LGAs that implement waterwise initiatives as per these terms and conditions.