

Terms and Conditions of Waterwise Greening Scheme

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

1. To be eligible to receive Funds for the Greening Initiative, the LGA must:
 - a. be an Endorsed or Gold Waterwise Council through the Corporation's Waterwise Council Program and have a Waterwise Verge Policy or similar policy approved by the 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 requirements as set out in these terms and conditions.
4. On completion of the Greening Initiative, the LGA must provide a written 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. must be submitted by the required date (as notified by the Corporation).
5. If the requirements in clause 4 are not complied with and/or if the Corporation, acting reasonably, is not satisfied with the content of the Report, then:
 - a. the Corporation may require the LGA to address any issues and resubmit the Report to the Corporation; or
 - b. the LGA may not be able to obtain Funds for the particular Greening Initiative, which is the subject of the Report.
6. The Corporation will notify the LGA in writing once the Report has been accepted and will confirm the exact amount of Funds that the Corporation will pay. Following receipt of the Corporation's written notification, the LGA must submit an invoice for Funds as specified by the Corporation within 14 days of the date of the 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 to be applied will be no more than 50% of the total cost of the Greening Initiative with the maximum total amount being the approved Funds; and
 - b. if the LGA submits more than one Report for separate Greening Initiatives during the Financial Year, the total amount of Funds granted by the Corporation cannot exceed the Funds
9. The LGA agrees and acknowledges that the Corporation has no obligation to provide any further Funds if the actual costs of the Greening Initiative exceed the Funds and the LGA's contribution.
10. The LGA agrees and acknowledges that Funds cannot 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; or
 - d. any other amount not specified in the Report template as being funded (unless otherwise approved by the Corporation).
11. If the LGA expends all or part of the Funds for any purpose other than the Greening Initiative then:
 - a. the LGA must, immediately upon demand, reimburse the Corporation for the Funds expended, failing which, the Corporation may institute proceedings to recover the Funds; and

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- b. the LGA will be ineligible to apply for, or receive, any further funding 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 will obtain any necessary consent, agreement, authorisation or approval required for the Greening Initiative. Upon request by the Corporation, the LGA must provide any necessary consent, agreement, authorisation and/or approval that the LGA has obtained.
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 which contain 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 concerning the Greening Initiative (including any in-kind contributions); and
 - c. the 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 that the Corporation may publish information about the Greening Initiative and the amount funded which identifies the LGA.
20. Where the LGA submits photographs to the Corporation (as part of the Report referred to in clause 4), the LGA must ensure that it has obtained the Permission of all persons appearing in each and every photograph submitted to the Corporation and provide evidence of that Permission to the Corporation. In this clause 20, "**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.

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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 for resolution.
24. For the purposes of clause 11.b above the eligibility criteria is as follows:
 - a. A LGA will be eligible to receive Funds for Waterwise verge subsidies, Waterwise plant sales, Waterwise garden competitions; Waterwise garden and verge workshops; and/or Waterwise demonstration gardens if:
 - i. the LGA has a Waterwise Verge Policy or a similar policy as approved by the Corporation in its sole and absolute discretion; and
 - ii. the following criteria are satisfied in respect of the Greening Initiative:
 1. for Waterwise verge subsidies, if 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 only offers waterwise plants as listed on the Corporation's Waterwise Plants Directory to its residents;
 3. for Waterwise garden competitions, if the LGA have an approved waterwise category and use competition 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; and
 5. for Waterwise demonstration gardens, if waterwise gardening practices are used in the demonstration garden and in accordance with relevant guidelines.
25. Subject to clause 30, the LGA acknowledges that while it may submit multiple requests for the Funds during the Financial Year, it is only eligible for an amount up to a maximum total amount of Funds per Financial Year.
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 2025 to 30 April 2026.
28. The LGA acknowledges that funding is limited within the Waterwise Greening Scheme each Financial Year and unless the LGA complies with these terms and conditions, funding may be restricted or unavailable.
29. The LGA is required to advise the Corporation of any matters which occur during the Financial Year which may impact the LGA's ability to meet the eligibility criteria in clause 24 above including, but not limited to, any approved verge document amendments or changes to Greening Initiatives programs or structure.,
30. Notwithstanding clause 8 and clause 25 above, the LGA may be eligible to obtain additional funding from the Water Corporation if the LGA is a current Platinum Waterwise Council of the Year.

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31. For the purpose of these terms and conditions, the following definitions apply:

Corporation means the Water Corporation (ABN 28 003 434 917).

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 2025 to 30 June 2026.

Funds means the amount that the Corporation has agreed in writing to pay to the LGA for the Greening Initiative..

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.

Waterwise Verge Policy means a 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.