Our Ref: C2007/578
Contact officer: Eve Massey
Contact phone: (02) 6243 1354

28 June 2007
The Registrar of Trade Marks
IP Australia
PO Box 200
WODEN ACT 2606

Dear Registrar

Certification Trade Mark Application Nos. 988613 and 988615 – Smart Approved WaterMark

The Australian Competition and Consumer Commission (the ACCC), in accordance with the provisions of the Trade Marks Act 1995, has completed its final assessment of Certification Trade Mark (CTM) Nos. 988613 and 988615 – Smart Approved WaterMark.

A certificate detailing the ACCC’s assessment is attached, as well as a certified copy of the rules. The applicant has been notified.

If you have any queries on this matter, please contact Eve Massey on (02) 6243 1354.

Yours sincerely

[Signature]

Tanja Warre
Acting Director
Adjudication Branch

P&S
IP Australia
06 JUL 2007
Final Assessment of Certification Trade Mark Applications 988613 and 988615 lodged by the Water Services Association of Australia

The Australian Competition and Consumer Commission (the ACCC), in accordance with the requirements of the Trade Marks Act 1995, has completed its Final Assessment of the above Certification Trade Mark (CTM) application.

The ACCC’s Final Assessment is that it is satisfied that:

(a) the approved certifiers are competent to certify the goods in respect of which the CTMs are to be registered;

(b) the rules governing the use of the CTMs would not be to the detriment of the public; and

(c) the rules governing the use of the CTMs are satisfactory having regard to the principles relating to restrictive trade practices set out in Part IV of the Trade Practices Act 1974 (the Act); the principles relating to unconscionable conduct set out in Part IVA of the Act; and the principles relating to unfair practices, product safety and product information set out in Part V of the Act.

Signed: ....................................................... (Commissioner)

Date: ........................................... 28 JUNE 2021
1. Explanatory Notes

1.1 This application form must be read in conjunction with the Terms and Conditions of the Smart Approved WaterMark scheme.
1.2 Please complete all applicable sections on the Application Form.
1.3 A separate application must be completed for each Product, unless the differences are cosmetic in nature only i.e. colours, features and optional extras and do not affect the actual water use of the product.
1.4 The Application Fee is not refundable.
1.5 The application form and supporting material should NOT exceed 10 A4 pages. If more than 10 pages are submitted, only the first 10 will be considered. It is the responsibility of the applicant to supply the appropriate level of information - the applicant should assume that the Expert Panel has NO prior information about the product and must use the information supplied as the only source upon which to make a decision.
1.6 The application form and supporting material is to be sent to the Expert Panel, and their decision will take one of three forms: 'Accept', 'Reject' or 'Seek Further Information'.
1.7 While no specific reasons for any decision by the Expert Panel will be conveyed nor communicated, the Expert Panel will produce guidelines and criteria which will be published on the website to assist potential applicants.
1.8 The decision of the Expert Panel is final and no further correspondence will be entered into, as the deliberations of the Expert Panel are confidential.
1.9 An applicant, if rejected, may:
   If aggrieved by the decision, appeal in writing to:
   Chair, Smart Approved WaterMark Steering Committee, PO Box 13172 Law Courts Post Office, Melbourne, Victoria 8010
   AND/OR
   Reapply, but only where new information is supplied to support the new application and a new application fee will be payable.
1.10 Approved companies can use the Smart Approved WaterMark label for a period of two (2) years from the date of issue on the Certificate of Approval.
1.11 At least two months prior to the expiry of the Certificate of Approval, companies should reapply for a further term, otherwise a new application fee may be applied.

Note: Products currently included in the SA National Water Conservation Rating and Labelling Scheme, managed by WSAA – will NOT be considered for the Smart Approved WaterMark label.
2. Applicant Details*

Name: 

Title: 

Organisation: 

ABN: 

Type of Organisation:  
☐ Educational or Not-For-Profit  ☐ Medium Business Enterprise (6-20 employees)  
☐ Government or Local Government  ☐ Corporate  ☐ Small Business (5 employees)  
☐ Other (please specify) 

Address for Correspondence: 

Phone:  
Fax:  

Email:  
Website Link:  
(To be used for product listing if approved)

3. Product Details
Copy and complete this section for each product application

3.1 Brand Name: 

3.2 Model Number(s) - if applicable: 

3.3 Description of the product and its operation (Please attach technical specifications of the product). 

3.4 What is the Recommended Retail Price? $____________ per ________ 

3.5 Describe how this product saves water.

3.6 Under what circumstances might the use of this product not result in water savings?
3.7 How much water does this product use? (Units could be litres/min, litres/hour or litres per year)

3.8 Is the water use information independently verified? ☐ Yes ☐ No
If Yes, please attach details of the independent verification, ie copy of test results/report.

3.9 How much water does this product save? (Include common usage examples of water savings by using this product)

3.10 Is the water savings information independently verified? ☐ Yes ☐ No
If Yes, please attach details of the independent verification, ie copy of the test results/report.

3.11 Availability of the Product: ☐ Local Area ☐ Interstate (please specify)
☐ Metropolitan ☐ State-wide ☐ National

3.12 Point-of-Sale availability: ☐ Retail outlets ☐ Wholesale ☐ Website ☐ Mail Order/catalogues
☐ Other (please specify)

3.13 If possible, please supply a sample. If a sample is NOT practical, please supply a disk, short video or photographs of the product.
If a sample attached? ☐ Yes ☐ No

3.14 What water saving information is provided to customers to ensure correct usage and application?
If insufficient space, please attach copy of the information.

3.15 Does this product comply with all appropriate national and state regulatory, health, plumbing and standards requirements?
☐ Yes ☐ No ☐ N/A
If No - please attach details.

3.16 Does this product have any possible negative health and environmental risks? ☐ Yes ☐ No ☐ N/A
If Yes, please provide details and any consumer safety information provided with the product.

3.17 Does the product come with a warranty/guarantee? ☐ Yes ☐ No
If Yes, please attach a copy of the warranty/guarantee.

3.18 Provide the name and telephone number of two external referees who can advise on the company and/or the product.
Full Name: __________________________ Company: __________________________ Phone No: __________________________

Full Name: __________________________ Company: __________________________ Phone No: __________________________

3.19 Provide the name of an employee who can clarify any technical details and/or answer any other questions regarding this application.
Full Name: __________________________ Title: __________________________ Phone No: __________________________

3.20 Are there attachments to support this application? ☐ Yes ☐ No
If Yes, please provide a list of attachments.
4. Declaration*

I, ____________________________________________, as the authorised representative
of ____________________________________________, acknowledge that:

(Insert organisation name)

☐ I have read and accept the Terms & Conditions of the Smart Approved WaterMark scheme.

☐ The information used in this application may be used on the Smart Approved WaterMark website and for promotional use of the scheme - unless I specifically indicate otherwise in writing.

☐ To the best of my knowledge, the information contained in this application and attached supporting material is true and correct.

Signed: ______________________________________ Date: __________________________

Print Name: ______________________________________ Title: __________________________

5. Application Fee Payment
(See Schedule of Fees – Please note that the Application Fee is not refundable)

☐ I enclose a cheque for $ __________________ payable to Smart Approved WaterMark

I wish to pay by Credit Card: ☐ Visa ☐ Mastercard ☐ Bankcard

Card Number: __________________ Exp. Date: __/____

Amount: $ __________________

Name of Cardholder: ___________________________________________________________

Signature of Cardholder: _______________________________________________________

Return completed application to:
Smart Approved WaterMark Expert Panel
C/- Water Services Association of Australia
PO Box 13172
Law Courts Post Office
Melbourne Vic 8010

* The personal information requested on this form is being collected by WSAA for the Smart Approved WaterMark Scheme. The information will only be used by WSAA for the purpose of related purpose as indicated. This information will not be provided to any third party without your consent, unless where required by law to do so. If this information is not collected we will not be able to correspond with you regarding your application. You may apply to WSAA to view, add, delete or amend your information: info@wsaa.asn.au

WSAA’s Privacy Policy is available online at www.wsaa.asn.au
Smart Approved WaterMark Scheme

Terms and Conditions

Effective Date: 16/12/03

1. Applicability
1.1 These terms and conditions govern the Smart Approved WaterMark Scheme to the Client under the auspices of the Steering Committee.
1.2 The Steering Committee reserves the right to vary these terms and conditions at any time.
1.3 Headings used in these terms and conditions are for ease of reference only and do not affect the meaning of these terms and conditions.

2. Definitions
In these terms and conditions:
- 'Application' means the document completed by the client, along with any attachments and supporting material, to be considered for a Certificate;
- 'Approval Procedures' means procedures used by the Steering Committee in assessing a product, service or organisation for the purposes of granting or renewal of a Certificate;
- 'AWA' means the Australian Water Association or its successors;
- 'Certificate' means the document issued by the Steering Committee to indicate that a product, service or organisation has been approved;
- 'Client' means the company, organisation or individual seeking a Certificate for a product, service or organisation;
- 'Expert Panel' means the panel of individuals appointed by the Steering Committee, to determine whether or not a product, service or organisation should be granted a Certificate;
- 'Homeowner' means a permanent individual unit, townhouse, villa or suburban house on a block of land where the owner, renter, lessor or occupier has applied for a label based upon providing proof of purchases or receiving a rebate;
- 'IAA' means the Irrigation Association of Australia or its successors;
- 'NGA' means the Nursery and Garden Industry of Australia or its successors;
- 'Organisation' means any legal entity and/or trading name operating within Australia;
- 'Product' means water using products or water replacement products that are available to Australian consumers;
- 'Schedule of Fees' means the schedule, including renewal, service and other fees that may be set by the Steering Committee from time to time;
- 'Service' means water related services that are available to consumers, the community and industry;
- 'Smart Approved WaterMark Scheme' means all activities as approved by the Steering Committee and generally involves the management of a labelling scheme by way of issuing a Certificate for water related products and services and recognising organisations who demonstrate or support water efficiency;
- 'Steering Committee' means the managing body of the Smart Approved WaterMark Scheme, which is jointly owned by WSAA, IAA and the NGA and may include other organisations that subsequently join;
- 'WSAA' means Water Services Association of Australia or its successors.

3. Fees
3.1 The Client must pay to the Smart Approved WaterMark Scheme all fees as set out in the Schedule of Fees.
3.2 The Steering Committee reserves the right to amend the Schedule of Fees at any time.

4. Intellectual property rights
The Client acknowledges that:
(a) The members of the Steering Committee are the owners of copyright, know-how and other intellectual property rights in the Smart WaterMark Scheme, approval procedures and any associated documentation; and
(b) no right, title or interest in the Smart Approved WaterMark Scheme or any associated documentation is transferred to the Client by receiving a Certificate.

5. Confidentiality
5.1 In relation to the client's application and any material used to support the application, the client must identify any information that it considers to be confidential in nature. The Steering Committee warrants that it will treat such information, suitably identified, as confidential.
5.2 All discussions and deliberations of the Expert Panel are confidential with the exception of the final decision which takes the form of one of the following
5.3 The obligations of confidentiality under these terms and conditions do not extend to information that:
(a) is already or has been made public;
(b) is in the possession of or available to the receiving party;
(c) is rightfully known to the receiving party;
(d) is otherwise privileged or otherwise than as a result of breach of these terms and conditions.

6. Access and co-operation
6.1 The Client agrees to comply with the applicable Approval Procedures and to provide the Expert Panel, its agents and contractors with all cooperation and assistance required by the applicable Approval Procedures necessary to enable the panel to consider and approve the issuing of a Certificate.

7. Accuracy of information provided
7.1 The Client warrants that all information made available to the Expert Panel is, to the best of its knowledge and belief, complete and accurate.

8. Certification
8.1 The Client:
(a) must comply with these terms and conditions; and
(b) has paid the appropriate application fee as set out in the Schedule of Fees.
8.2 The Client must complete the application, service or organisation in accordance with the applicable Approval Procedures. The Expert Panel approves the application and grants the Certificate.
8.3 The client will be notified and
8.4 The Certificate will be issued and access to the label arranged upon payment of the fees as set out in the Schedule of Fees.
8.5 If the Expert Panel rejects the Certificate, the Client will be advised accordingly.
8.6 If the Expert Panel wishes to seek further information before making a decision, the client will be notified.

9. Duration of Certification
9.1 Subject to these terms and conditions, the Certificate continues until the expiry date as referenced on the Certificate - usually 3 years.
9.2 Renewal of Certification
9.3 The Client must renew the Certificate before the expiry date as referenced on the Certificate.

10. Changes
10.1 The Client must maintain the product, service or organisation to accord with the Approval Procedures and as stated in the application and supporting material.
10.2 The Client must notify the Expert Panel of any change in ownership and contact details, including address, and website address.
11. Use of Certificate
11.1 The Client must notify, without the Steering Committee's permission, alter, modify, or deface the Certificate.
11.2 Subject to these terms and conditions, the client may publish the fact that a Certificate has been approved and use the Certificate as evidence of approval. The client may copy the Certificate.
11.3 The original and all copies of the Certificate remain the property of the Steering Committee and must be returned immediately if requested.
12. No misrepresentation of the Certificate
12.1 The Client must not:
(a) engage in any conduct which might misleading, deceive or confuse any person in relation to; or
(b) otherwise misrepresent the nature, status, scope or effect of its Certificate.
12.2 The Client must promptly comply with any directions given by the Steering Committee to correct any conduct or misrepresentation in breach of clause 13.
14. Suspension, cancellation or expiry of Certification

14.1 The Steering Committee may suspend the Client’s Certificate with immediate effect by giving notice to the Client if:
   (a) the scheme ceases to exist;
   (b) the client ceases to carry on business;
   (c) the client ceases to be able to pay its debts as they become due;
   (d) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person of the whole or any part of its assets or business of the client;
   (e) the client breaches these Terms and Conditions;
   (f) the client applies the label to a non-approved product, service or organisation;
   (g) the client is found not to deliver water savings or efficiencies as advised to the Expert Panel;
   (h) the client is found not to be of a high quality, based upon consumer complaints and/or independent tests carried out by the Expert Panel or other recognised agencies;
   (i) at the end of the two (2) year period, the client does not renew.

14.2 Where the Client’s Certificate is suspended-
   (a) if the Client responds within 30 days and if the Expert Panel is satisfied with the remedial action taken by the client - the suspension will be lifted
   (b) if the Client responds within 30 days and if the Expert Panel is not satisfied with the remedial action taken by the client - the certificate will be cancelled
   (c) if the Client fails to respond in 30 days - the certificate will be cancelled

14.3 If the Certificate is cancelled under Clause 14.1 and 14.2:
   (a) no payments will be refunded;
   (b) the client must take all reasonable steps reasonably to prevent the public being misled or otherwise harmed;
   (c) all other events relating to the Certificate;
   (d) the client must cease using the Certificate;
   (e) ‘any steps reasonably to notify staff, customers and/or suppliers of the cancellation of the Certificate;
   (f) the client must take steps to remove any references to the Certificate, including signage, product labelling, publications and web site;
   (g) the Client must take all necessary steps to remove the certificate from all listings and promotional material;
   (h) the Steering Committee will use its best endeavours to ensure that the public are informed including issuing press releases and media statement.

15. Client Termination of Certificate

15.1 The Client may terminate the Certificate by giving the Steering Committee written notice - 3 months in advance.

15.2 If the Certificate is terminated under Clauses 13.1 and 14.2:
   (a) any payments will be refunded;
   (b) the client must take all reasonable steps reasonably to prevent the public being misled or otherwise harmed;
   (c) the client must cease using the Certificate;
   (d) the client must cease all advertising, promotions or other publication related to Certificate;
   (e) the client must take any steps reasonably to notify staff, customers and/or suppliers of the cancellation of the Certificate;
   (f) the client must take steps to remove all references to the Certificate, including signage, product labelling, publications and web site;
   (g) the client must take all necessary steps to ensure that third parties are not misled to believe that the Certificate has not been cancelled;
   (h) the Steering Committee will remove the certificate from all listings and promotional material;
   (i) the Steering Committee will use its best endeavours to ensure that the public are informed including issuing press releases and media statement.

16. Appeals

The client has rights to appeal the decision of the Expert Panel. Such an appeal needs to be made in writing to:
   (a) Chair
   (b) Smart Approved WaterMark Steering Committee
   (c) PO Box 13172
   (d) Law Courts Post Office
   (e) Melbourne, Victoria 8010

The client has the right to appeal to the Committee in person before the Committee to set its case.

17. Notices

17.1 A party giving notice under the Contract must do so in writing with the notice:
   (a) directed to the recipient’s address for correspondence as nominated in the Application or as varied by any notice; and
   (b) hand delivered or sent by prepaid post or facsimile or emailed to that address.

17.2 A notice given in accordance with Clause 17.1 is taken to be received:
   (i) if hand delivered, on delivery;
   (ii) if sent by prepaid post, three days after the date of posting; or
   (iii) if sent by facsimile or email, when the sender’s facsimile or email system generates a message confirming successful transmission of the
   total number of pages of the notice.

18. Assignment

The Client does not assign or otherwise transfer any or all of its rights in relation to the certificate, without the prior written consent of the Steering Committee.

19. Limitation of liability

19.1 The Steering Committee excludes from these terms and conditions all conditions and warranties implied by statute, general law or custom
except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void (‘excludable statutory condition’).

19.2 The Steering Committee’s liability for any loss or damage suffered by the Client (whether direct, indirect or consequential) arising in any
way out of any services (including defective services) rendered by the Steering Committee or out of the Client’s product which is the subject of a
Certificate by the Steering Committee and Expert Panel or any negligent act or omission of the Steering Committee, its officers, employees,
agents or contractors, including but not limited to profits lost and damage sustained or incurred as a result of a claim by a third person.

20. Insurance

The Client must:
   (a) take out and maintain valid and enforceable public liability, professional indemnity and workers’ compensation insurance policies to cover
potential liability of:
   (i) the Client arising out of the breach of Contract; and
   (ii) the Steering Committee and the Expert Panel arising out of the Client’s breach of these terms and conditions or any act or omission of the
   Client, as if the Steering Committee and Expert Panel were a jointly insured party under each of those policies; and
   (b) provide the Steering Committee with Certificates of currency and any other evidence of those policies if requested.

21. Indemnity

The Client must indemnify the Steering Committee and the Expert Panel from and against all expenses, losses, damages and costs (on a solicitor and
own client basis and whether incurred by or awarded against the Steering Committee and the Expert Panel that the Steering Committee and the
Expert Panel may sustain or incur as a result, whether directly or indirectly of:
   (a) any breach of these terms and conditions by the Client, including, but not limited to, a breach in respect of which the Steering Committee
and the Expert Panel exercises an express right to terminate these terms and conditions; or
   (b) any loss of or damage to any property or injury to or death of any person;
   (c) caused by any negligent act or omission or willful misconduct of the Client or its officers and employees;
   (d) arising out of or in connection with the Client’s product, process or service that is the subject of Certification.

22. Relationship

Under these Terms and Conditions, the Certificate and Approval Procedure does not create any fiduciary, employment, agency or partnership
relationship between the Steering Committee and the Client.

23. Force majeure

No party is liable for any failure to perform or delay in performing its obligations under these terms and conditions if that failure or delay is due to
fire, flood, war, earthquake or other occurrence beyond that party’s reasonable control.

24. Governing law and jurisdiction

24.1 The Contract is governed by the law applicable in the State of Victoria, Australia

24.2 Each party submits to the non-exclusive jurisdiction of the courts of the State of Victoria.
1. Explanatory Notes

1.1 This application form must be read in conjunction with the Terms and Conditions of the Smart Approved WaterMark scheme.

1.2 Please complete all applicable sections on the Application Form.

1.3 A separate application must be made for each Service, unless the differences are cosmetic in nature and consumers would not be able to differentiate one service from another.

1.4 The Application Fee is not refundable.

1.5 Services provided by a manufacturer to assist in sales will NOT be considered.

1.6 The application form and supporting material should NOT exceed 15 A4 pages. If more than 15 pages are submitted, only the first 15 will be considered. It is the responsibility of the applicant to supply the appropriate level of information - the applicant should assume that the Expert Panel has NO prior information about the service and must use the information supplied as the only source upon which to make a decision.

1.7 The application form and supporting material is to be sent to the Expert Panel, and their decision will take one of three forms: 'Accept', 'Reject' or 'Seek Further Information'.

1.8 While no specific reasons for any decision by the Expert Panel will be conveyed nor communicated, the Expert Panel will produce guidelines and criteria which will be published on the website to assist potential applicants.

1.9 The decision of the Expert Panel is final and no further correspondence will be entered into, as the deliberations of the Expert Panel are confidential.

1.10 An applicant, if rejected, may:

   If aggrieved by the decision, appeal in writing to:
   Chair, Smart Approved WaterMark Steering Committee, PO Box 13172 Law Courts Post Office, Melbourne, Victoria 8010
   AND/OR
   Reapply, but only where new information is supplied to support the new application and a new application fee will be payable.

1.11 Approved organisations can use the Smart Approved WaterMark label for a period of two (2) years from the date of issue on the Certificate of Approval.

1.12 At least two months prior to the expiry of the Certificate of Approval, organisations should reapply for a further term, otherwise a new application fee may be applied.
2. Applicant Details*

Name: ____________________________________________

Title: ____________________________________________

Organisation: ______________________________________

ABN: ____________________________________________

Type of Organisation:  □ Educational or Not-For-Profit  □ Medium Business Enterprise (6-20 employees)
□ Government or Local Government  □ Corporate  □ Small Business (<5 employees)
□ Other (please specify) ____________________________________________

Address for Correspondence: ____________________________________________

Phone: __________________________ Fax: __________________________

Email: __________________________________ Website Link: __________________________

(To be used for product listing if approved)

3. Service Details
Copy and complete this section for each service application

3.1 Service Name: ____________________________________________

3.2 Brief description of the Service (to be used for web site listing): ____________________________________________

3.3 Reach or area of coverage of the organisation:  □ Local Area  □ Interstate (please specify)
□ Metropolitan  □ State-wide  □ National

3.4 Target group(s) for the service:  □ Consumers  □ Retail outlets  □ Educational institutions  □ Other service providers
□ Manufacturers  □ Business/Commercial  □ Other (please specify) ____________________________________________

3.5 What is the Recommended Price for the Service? $ __________________________

3.6 Describe clearly the water saving features of this service. ____________________________________________

3.7 Under what circumstances might the use of this service not result in water savings?

________________________________________

________________________________________
3.8 How much water could this service save? (Include common usage examples of water savings by consumers using this service).

3.9 Is the water savings information independently verified? ☐ Yes ☐ No
   If Yes, please attach details of the independent verification. Include copy of the test results/report.

3.10 Is the service externally accredited or approved? ☐ Yes ☐ No
   If Yes, attach details. If this service is one of the listed Accredited Agencies available at www.wsaa.asn.au - No Application Fee is payable

3.11 Does the service involve demonstrations, information, advice and/or education about ways to reduce potential water wastage and/or use water more efficiently? ☐ Yes ☐ No
   If Yes, attach details.

3.12 Does the service involve demonstrations, information, advice and/or education about ways to design and install water efficient products to reduce potential water wastage and/or use water more efficiently? ☐ Yes ☐ No
   If Yes, attach details.

3.13 Does the service involve on-site auditing or reviewing current water using behaviour and appliances? ☐ Yes ☐ No
   If Yes, attach details.

3.14 Does the service provide on-site design, usage and/or maintenance advice to ensure water use is efficient and minimise wastage? ☐ Yes ☐ No
   If Yes, attach details.

3.15 Is the service promoted? ☐ Yes ☐ No
   If Yes, attach samples of advertising material.

3.16 Does this service have any possible negative environmental risks? ☐ Yes ☐ No
   If Yes, please provide details and any consumer safety information provided with the product.

3.17 Does the service come with a warranty/guarantee? ☐ Yes ☐ No
   If Yes, please attach a copy of the warranty/guarantee.

3.18 Does the service/company have a customer/consumer charter? ☐ Yes ☐ No
   If Yes, please attach a copy of the charter.

3.19 Provide the name and telephone number for two external referees who can advise on the company and/or the service.
   Full Name: ___________________________ Company: ___________________________ Phone No: ___________________________

   Full Name: ___________________________ Company: ___________________________ Phone No: ___________________________

3.20 Provide the name of an employee who can clarify any technical details and/or answer any other questions regarding this application.
   Full Name: ___________________________ Title: ___________________________ Phone No: ___________________________

3.21 Are there attachments to support this application? ☐ Yes ☐ No
   If Yes, please provide a list of attachments.
4. Declaration*

I, ___________________________________________ as the authorised representative
of ___________________________________________ acknowledge that:

☐ I have read and accept the Terms & Conditions of the Smart Approved WaterMark scheme.

☐ The information used in this application may be used on the Smart Approved WaterMark website and for promotional use of the
scheme - unless I specifically indicate otherwise in writing.

☐ To the best of my knowledge, the information contained in this application and attached supporting material is true and correct.

Signed: ___________________________________________ Date: __________________________

Print Name: ___________________________________________ Title: __________________________

5. Application Fee Payment
(See Schedule of Fees and Clause 3.5 – Please note that the Application Fee is not refundable)

☐ I enclose a cheque for $ __________________________ payable to Smart Approved WaterMark

I wish to pay by Credit Card: ☐ Visa ☐ Mastercard ☐ Bankcard

Card Number ___________________________ Card Expiry Date ☐ ☐/☐☐

Amount: $ ___________________________

Name of Cardholder: ___________________________________________

Signature of Cardholder: ___________________________________________

Return completed application to:
Smart Approved WaterMark Expert Panel
C/- Water Services Association of Australia
PO Box 13172
Law Courts Post Office
Melbourne Vic 8010

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information will only be used by WSAA for the purpose or related purpose as indicated. This information will not be provided
to any third party without your consent, unless where required by law to do so. If this information is not collected we will not be
able to correspond with you regarding your application. You may apply to WSAA to view, add, delete or amend your information:
info@wsaa.asn.au

WSAA’s Privacy Policy is available online at www.wsaa.asn.au
Smart Approved WaterMark Scheme

Terms and Conditions

Effective Date: 16/12/03

1. Applicability
1.1 These terms and conditions govern the Smart Approved WaterMark Scheme to the Client under the auspices of the Steering Committee.
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"Application" means the document completed by the client, along with any attachments and supporting material, to be considered for a certificate;
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"AWA" means the Australian Water Association or its successors;
"Certificate" means the document issued by the Steering Committee to indicate that a product, service or organisation has been approved;
"Client" means the company, organisation or individual seeking a Certificate for a product, service or organisation;
"Expert Panel" means the panel of individuals, appointed by the Steering Committee, to determine whether or not a product, service or organisation should be granted a Certificate;
"Household" means a permanent individual, unit, townhouse, villa or suburban house on a block of land where the owner, tenant, lessor or occupier has applied for a label based upon providing proof of purchases or receiving a rebate;
"IAA" means the Irrigation Association of Australia or its successors;
"NGA" means the Nursery and Garden Industry of Australia or its successors;
"Organisation" means any legal entity and/or trading name operating within Australia;
"Product" means water using products or water replacement products that are available to Australian consumers;
"Schedule of Fees" means the application, licensing, renewal and other fees that may be set by the Steering Committee from time to time;
"Service" means water related services that are available to consumers, the community and industry;
"Smart Approved WaterMark Scheme" means all activities as approved by the Steering Committee and generally involves the management of labelling schemes by way of issuing a Certificate for water related products and services and recognising organisations who demonstrate or support water efficiency;
"Steering Committee" means the managing body of the Smart Approved WaterMark Scheme, which is jointly owned by WSAA, IAA and the NGIA and may include other organisations that subsequently join.

3. Fees
3.1 The Client must pay to the Smart Approved WaterMark Scheme all fees as set out in the Schedule of Fees.
3.2 The Steering Committee reserves the right to amend the schedule of fees at any time.

4. Intellectual property rights
The Client acknowledges that:
(a) The members of the Steering Committee are the owners of copyright, knowhow and other intellectual property rights in the Smart Approved WaterMark Scheme, approval procedures and any associated documentation; and
(b) no right, title or interest in the Smart Approved WaterMark Scheme or any associated documentation is transferred to the Client by receiving a certificate.

5. Confidentiality
5.1 In relation to the client's application and any material used to support the application, the client must identify any information that it considers to be confidential in nature. The Steering Committee warrants that it will treat such information, suitably identified, as confidential.
5.2 All discussions and deliberations of the Expert Panel are confidential - with the exception of the final decision which takes the form of one of the following documents: Accept, Reject or Request Further Information.
5.3 The obligations of confidentiality under these terms and conditions do not extend to information that:
(a) is rightfully known to or in the possession of the receiving party and not subject to an obligation of confidentiality owed by the receiving party;
(b) is public knowledge otherwise than as a result of breach of these terms and conditions;
(c) is required by the Approval Procedures to be disclosed; or
(d) is required by law to be disclosed.

6. Access and co-operation
6.1 The Client agrees to comply with the applicable Approval Procedures and to provide the Expert Panel, its agents and contractors with all cooperation and assistance required by the applicable Approval Procedures necessary to enable the panel to consider and approve the issuing of a certificate.

7. Accuracy of information provided
7.1 The Client warrants that all information made available to the Expert Panel is, to the best of its knowledge and belief, complete and accurate.

8. Certification
8.1 It is:
(a) the Client complies with these terms and conditions; and
(b) the Client has paid the appropriate application fee as set out in the Schedule of Fees; and
(c) after assessment of the Client's product, service or organisation in accordance with the applicable Approval Procedures, the Expert Panel approves the application and grants the Certificate;
(i) the Client will be notified; and
(ii) the Client will be issued and access to the label arranged upon the payment of the fees as set out in the Schedule of Fees.
8.2 If the Expert Panel rejects the application, the Client will be advised accordingly.
8.3 If the Expert Panel wishes to seek further information before making a decision, the Client will be notified.

9. Duration of Certification
9.1 Subject to these terms and conditions, the Certificate continues until the expiry date as referenced on the Certificate - usually 2 years.

10. Renewal of Certification
10.1 It is the responsibility of the Client to renew the Certificate before the expiry date as referenced on the Certificate.

11. Changes
11.1 The client must maintain the product, service or organisation to accord with the Approval Procedures and as stated in the application and supporting material.
11.2 The client must notify the Expert Panel of any change in ownership and contact details, including address, and website address.

12. Use of Certificate
12.1 The Client must not, without the Steering Committee's permission, alter, modify, or deface the Certificate.
12.2 Subject to these terms and conditions, the client may publish the fact that a Certificate has been approved and use the Certificate as evidence of approval. The client may copy the Certificate.
12.3 The original and all copies of the Certificate remain the property of the Steering Committee and must be returned immediately if requested.

13. Non-misrepresentation of the Certificate
13.1 The Client must not:
(a) engage in any conduct which might mislead, deceive or confuse any person in relation to; or
(b) otherwise misrepresent its nature, status, scope or effect of its Certificate.
13.2 The Client must promptly comply with any directions given by the Steering Committee to correct any conduct or misrepresentation in breach of clause 13.1.
14. Suspension, cancellation or expiry of Certification

14.1 The Steering Committee may suspend the Client's Certificate with immediate effect by giving notice to the Client if:
(a) the scheme ceases to exist;
(b) the client ceases to carry on business;
(c) the client ceases to be able to pay its debts as they become due;
(d) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or
another like person of the whole or any part of its assets or business of the client;
or
(e) the client breaches these Terms and Conditions.
(f) the client applies the label to a non-approved product, service or organisation;
(g) the client is found not to deliver water savings or efficiencies as advised to the Expert Panel;
(h) the client is found not to be of a high quality, based upon consumer complaints and/or independent tests carried out by the Expert Panel or
other recognised agencies;
(i) at the end of the two (2) year period, the client does not renew.

14.2 Where the Client's Certificate is suspended-
(a) if the Client responds within 30 days and if the Expert Panel is satisfied with the remedial action taken by the client - the suspension will
be lifted;
(b) if the Client responds within 30 days and if the Expert Panel is not satisfied with the remedial action taken by the client - the certificate will be
cancelled;
(c) if the Client fails to respond in 30 days - the certificate will be cancelled.

14.3 If the Certificate is cancelled under Clause 14.1 and 14.2:
(a) no payments will be refunded;
(b) the client must take all reasonable steps reasonably to prevent the public being misled or otherwise harmed;
(c) the client must take all reasonable steps reasonably to prevent the public being misled or otherwise harmed;
(d) the client must cease all advertising, promotions or other publication related to Certificate;
(e) the client must cease all advertising, promotions or other publication related to Certificate;
(f) the client must cease all advertising, promotions or other publication related to Certificate;
(g) the client must enforce all necessary steps to ensure that third parties are not misled to believe that the Certification has not been
cancelled;
(h) the Steering Committee will remove the certificate from all listings and promotional material;
(i) the Steering Committee will use its best endeavours to ensure that the public are informed including issuing press releases and making
media comment.

15. Client Termination of Certificate

15.1 The Client may terminate the Certificate by giving the Steering Committee written notice - 3 months in advance.

15.2 If the Client complies with Clause 14.3 (b) - (g) inclusive, a pro-rata refund for the amount paid by the client, as set out in the Schedule of Fees
will be refunded, at the end of the 3 month notice period.

15.3 The Steering Committee will enact Clause 14.3 (h) & (i) at the end of the 3 month notice period.

16. Appeals

The client has rights to appeal the decision of the Expert Panel. Such an appeal needs to be made in writing to:
Chair
Smart Approved WaterMark Steering Committee
PO Box 1372
Law Court Post Office
Melbourne Victoria 3009

The client is to have the right to appeal in person before the committee to put its case.

17. Notices

17.1 A party giving notice under the Contract must do so in writing with the notice:
(a) directed to the recipient's address for correspondence as nominated in the Application or as varied by any notice; and
(b) hand delivered or sent by prepaid post or facsimile or emailed to that address.

17.2 A notice given in accordance with Clause 17.1 is taken to be received:
(i) if hand delivered, on delivery;
(ii) if sent by prepaid post, three days after the date of posting; or
(iii) if sent by facsimile or email, when the sender’s facsimile or e-mail system generates a message confirming successful transmission of
the total number of pages of the notice.

18. Assignment

The Client must not assign or otherwise transfer any or all of its rights in relation to the certificate, without the prior written consent from the Steering
Committee.

19. Limitation of liability

19.1 The Steering Committee excludes from these terms and conditions all limitations and waives all claims for damages, costs and interest on all claims for
any implied condition or warranty except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void (non-excludable statutory condition).

19.2 The Steering Committee excludes liability for any loss or damage suffered by the Client (whether direct, indirect or consequentially) arising in any
way out of any services (including defective services) rendered by the Steering Committee or out of the Client’s product which is the subject of a
Certificate by the Steering Committee and Expert Panel or any negligent act or omission of the Steering Committee, its officers, employees, agents
or contractors, including but not limited to profits lost and damage sustained or incurred as a result of a claim by a third person.

20. Insurance

The Client must:
(a) take out and maintain valid and enforceable public liability, professional indemnity and workers’ compensation insurance policies to cover
potential liability of:
(i) the Client arising out of a breach of Contract; and
(ii) the Steering Committee and the Expert Panel arising out of the Client’s breach of these terms and conditions or any act or omission of the
Client, as if the Steering Committee and Expert Panel were a jointly insured party under each of those policies; and
(b) provide the Steering Committee with Certificates of currency and any other evidence of those policies if requested.

21. Indemnity

The Client must indemnify the Steering Committee and the Expert Panel from and against all expenses, losses, damages and costs (on a solicitor and
own client basis and whether incurred by or awarded against the Steering Committee and the Expert Panel) that the Steering Committee and the
Expert Panel may sustain or incur as a result, whether directly or indirectly, of:
(a) any breach of these terms and conditions by the Client, including, but not limited to, a breach in respect of which the Steering Committee
and the Expert Panel exercises an express right to terminate these terms and conditions; or
(b) any loss of or damage to any property or injury to or death of any person;
(c) caused by any negligent act or omission or wilful misconduct of the Client or its officers and employees;
(d) arising out of or in connection with the Client’s product, process or service that is the subject of Certification.

22. Relationship

Under these Terms and Conditions, the Certificate and Approval Procedure does not create any fiduciary, employment, agency or partnership
relationship between the Steering Committee and the Client.

23. Force majeure

No party is liable for any failure to perform or delay in performing its obligations under these terms and conditions if that failure or delay is due to
flood, fire, earthquake or other occurrence beyond that party’s reasonable control.

24. Governing law and jurisdiction

24.1 The Contract is governed by the law applicable in the State of Victoria, Australia

24.2 Each party submits to the non-exclusive jurisdiction of the courts of the State of Victoria.
1. Explanatory Notes

1.1 This application form must be read in conjunction with the Terms and Conditions of the Smart Approved WaterMark scheme.
1.2 Please complete all applicable sections on the Application Form.
1.3 A separate application must be made for each legal entity and/or trading name wishing to apply the label.
1.4 The Application Fee is not refundable.
1.5 The application form and supporting material should NOT exceed 20 A4 pages. If the application exceeds 20 pages, only the first 20 will be considered. It is the responsibility of the applicant to supply the appropriate level of information - the applicant should assume that the Expert Panel has NO prior information about the organisation and must use the information supplied as the only source upon which to make a decision.
1.6 The application form and supporting material is to be sent to the Expert Panel, and their decision will take one of three forms: ‘Accept’, ‘Reject’ or ‘Seek Further Information’.
1.7 While no specific reasons for any decision by the Expert panel will be conveyed or communicated, the Expert Panel will produce guidelines and criteria which will be published on the website to assist potential applicants.
1.8 The decision of the Expert Panel is final and no further correspondence will be entered into, as the deliberations of the Expert Panel are confidential.
1.9 An applicant, if rejected, may:
   - If aggrieved by the decision, appeal in writing to:
     Chair, Smart Approved WaterMark Steering Committee, PO Box 13172 Law Courts Post Office, Melbourne, Victoria 8010
     AND/OR
     Reapply, but only where new information is supplied to support the new application and a new application fee will be payable.
1.10 Approved organisations can use the Smart Approved WaterMark label for a period of two (2) years from the date of issue on the Certificate of Approval.
1.11 At least two months prior to the expiry of the Certificate of Approval, companies should reapply for a further term, otherwise a new application fee may be applied.

Note: In the case of an organisation application, where the organisation applying may also deliver water related services and/or products, application forms for all appropriate services and/or products must also be completed with the organisation application.
2. Applicant Details*

Name: 

Title: 

Organisation: 

ABN: 

Type of Organisation: ☐ Educational or Not-For-Profit ☐ Medium Business Enterprise (6-20 employees) ☐ School  
☐ Government or Local Government ☐ Corporate ☐ Small Business (5 employees)  
☐ Other (please specify) 

Address for Correspondence: 

Phone: Fax: 

Email: Website Link: 

(To be used for service listing if approved)

3. Organisation Details
Copy and complete this section for each legal entity and/or Trading Name

3.1 Organisation Name: 

3.2 Reach or area of coverage of the organisation: ☐ Local Area ☐ Interstate (please specify)  
☐ Metropolitan ☐ State-wide ☐ National 

3.3 Does the organisation have a commitment to water conservation? ☐ Yes ☐ No 
If Yes, please provide documentation. 

3.4 Does the organisation conduct or fund research into water conservation and demand management? ☐ Yes ☐ No 
If Yes, please provide details. 

3.5 Does the organisation have targets to reduce its own indoor water consumption? ☐ Yes ☐ No 
If Yes, please provide details of consumption, targets and measures to reduce consumption. 

3.6 Does the organisation have targets to reduce its own outdoor water consumption? ☐ Yes ☐ No 
If Yes, please provide details of consumption, targets and measures to reduce consumption. 

3.7 Has the organisation successfully completed an externally accredited audit program of its water use and/or water efficiency?  
☐ Yes ☐ No 
If Yes, please provide details. 

3.8 Does the organisation conduct information and education programs for staff and/or customers on water conservation and demand management? ☐ Yes ☐ No 
If Yes, please provide details. 

3.9 Does the organisation arrange accredited training programs for staff/contractors on water use, water efficiency, water conservation and demand management techniques? ☐ Yes ☐ No 
If Yes, please provide details. 

3.10 Has the organisation developed a site of 'best practice' in relation to water use and efficiency? ☐ Yes ☐ No 
If Yes, please provide details. 

3.11 Does the organisation fund initiatives to support water conservation and demand management programs? ☐ Yes ☐ No 
If Yes, please provide details.
3.12 Provide the name and telephone number of two external referees who can advise on the water savings efforts of the organisation.

Full Name: ___________________________ Company: ___________________________ Phone No: ___________________________

Full Name: ___________________________ Company: ___________________________ Phone No: ___________________________

3.13 Provide the name of an employee who can clarify any technical details and/or answer any other questions regarding this application.

Full Name: ___________________________ Title: ___________________________ Phone No: ___________________________

3.14 Are there attachments to support this application? □ Yes □ No

If Yes, please provide a list of attachments.

4. Declaration*

I, __________________________________________________________________________ as the authorised representative

of __________________________________________________________________________ acknowledge that:

(insert organisation name)

☐ I have read and accept the Terms & Conditions of the Smart Approved WaterMark scheme.

☐ The information used in this application may be used on the Smart Approved WaterMark website and for promotional use of the scheme - unless I specifically indicate otherwise in writing.

☐ To the best of my knowledge, the information contained in this application and attached supporting material is true and correct.

Signed: ___________________________ Date: ___________________________

Print Name: ___________________________ Title: ___________________________

5. Application Fee Payment

(See Schedule of Fees – Please note that the Application Fee is not refundable)

☐ I enclose a cheque for $ ________________ payable to Smart Approved WaterMark

I wish to pay by Credit Card: ☐ Visa ☐ Mastercard ☐ Bankcard

Card Number: ________________ ☐/______________ ☐/______________ ☐/______________ Card Expiry Date: __/___/____

Amount: $ ________________

Name of Cardholder: ________________________________________________________________

Signature of Cardholder: ____________________________________________________________

Return completed application to:
Smart Approved WaterMark Expert Panel
C/ Water Services Association of Australia
PO Box 13172
Law Courts Post Office
Melbourne Vic 8010
Smart Approved WaterMark Scheme

Terms and Conditions

Effective Date: 16/12/03

1. Applicability
1.1 These terms and conditions govern the Smart Approved WaterMark Scheme to the Client under the auspices of the Steering Committee.
1.2 The Steering Committee reserves the right to vary these terms and conditions at any time.
1.3 Headings used in these terms and conditions are for ease of reference only and do not affect the meaning of these terms and conditions.

2. Definitions
In these terms and conditions:
“Application” means the document completed by the client, along with any attachments and supporting material, to be considered for a certificate;
“Approval Procedures” means procedures used by the Steering Committee in assessing a product, service or organisation for the purposes of granting or renewal of a Certificate;
“AWSA” means the Australian Water Supply Association or its successors;
“Certificate” means the document issued by the Steering Committee to indicate that a product, service or organisation has been approved;
“Client” means the company, organisation or individual seeking a Certificate for a product, service or organisation;
“Expert Panel” means the panel of individuals, appointed by the Steering Committee, to determine whether or not a product, service or organisation should be granted a Certificate;
“Household” means a permanent individual unit, townhouse, villa or suburban house on a block of land where the owner, tenant, lessee or occupier has applied for a label based upon providing proof of purchases or receiving a rebate;
“IAA” means the Irrigation Association of Australia or its successors;
“NSGA” means the Nursery and Garden Industry of Australia or its successors;
“Organisation” means any legal entity and/or trading name operating within Australia;
“Product” means water using products or water replacement products that are available to Australian consumers;
“Schedule of Fees” means the application, licensing, renewal and other fees that may be set by the Steering Committee from time to time;
“Service” means water related services that are available to consumers, the community and industry;
“Smart Approved WaterMark Scheme” means all activities as approved by the Steering Committee and generally involves the management of a labelling scheme by way of issuing a Certificate for water related products and services and recognising organisations who demonstrate or support water efficiency;
“Steering Committee” means the managing body of the Smart Approved WaterMark Scheme, which is jointly owned by WSAA, IAA and the NSGA and may include other organisations that subsequently join;
“WSAA” means Water Services Association of Australia or its successors.

2. Fees
3.1 The Client must pay to the Smart Approved WaterMark Scheme all fees as set out in the Schedule of Fees.
3.2 The Steering Committee reserves the right to amend the Schedule of Fees at any time.

4. Intellectual property rights
The Client acknowledges that:
(a) The members of the Steering Committee are the owners of copyright, know-how and other intellectual property rights in the Smart Approved WaterMark Scheme, approval procedures and any associated documentation; and
(b) no right, title or interest in the Smart Approved WaterMark Scheme or any associated documentation is transferred to the Client by receiving a certificate.

5. Confidentiality
5.1 In relation to the client’s application and any material used to support the application, the client must identify any information that it considers to be confidential in nature. The Steering Committee warrants that it will treat such information, suitably identified, as confidential.
5.2 All discussions and deliberations of the Expert Panel are confidential - with the exception of the final decision which takes the form of one of three options: Accept, Reject or Request Further Information.
5.3 The obligations of confidentiality under these terms and conditions do not extend to information that:
(a) is rightfully known to or in the possession or control of the receiving party; and
(b) it is public knowledge otherwise than as a result of breach of these terms and conditions;
(c) is required by the Approval Procedures to be disclosed; or
(d) is required by law to be disclosed.

6. Access and co-operation
6.1 The Client agrees to comply with the applicable Approval Procedures and to provide the Expert Panel, its agents and contractors with all cooperation and assistance required by the applicable Approval Procedures necessary to enable the panel to consider and approve the issuing of a certificate.

7. Accuracy of Information provided
7.1 The Client warrants that all information made available to the Expert Panel is, to the best of its knowledge and belief, complete and accurate.

8. Certification
8.1 It is:
(a) the Client complies with these terms and conditions; and
(b) the Client has paid the appropriate application fee as set out in the Schedule of Fees; and
(c) after assessment of the Client’s product, service or organisation in accordance with the applicable Approval Procedures, the Expert Panel approves the application and grants the Certificate:
(i) the Client will be notified; and
(ii) a Certificate will be issued and access to the label arranged upon the payment of the fees as set out in the Schedule of Fees.
8.2 If the Expert Panel rejects the application, the Client will be advised accordingly.
8.3 If the Expert Panel wishes to seek further information before making a decision, the client will be notified.
9. Duration of Certification
9.1 Subject to these terms and conditions, the Certificate continues until the expiry date as referenced on the Certificate - usually 2 years.
9.2 Renewal of Certification
10.1 It is the responsibility of the Client to renew the Certificate before the expiry date as referenced on the Certificate.
11. Changes
11.1 The client must maintain the product, service or organisation to accord with the Approval Procedures and as stated in the application and supporting material.
11.2 The client must notify the Expert Panel or reapply, if any specifications, that are related to the Approval Procedures and as stated in the application and supporting material, significantly change.
11.3 The client must promptly inform the Expert Panel of any change in ownership and contact details, including address, and website address.
12. Use of Certificate
12.1 The client may not, without the Steering Committee’s permission, alter, modify, or deface the Certificate.
12.2 Subject to these terms and conditions, the client may publish the fact that a Certificate has been approved and use the Certificate as evidence of approval. The client may copy the Certificate.
12.3 The original and all copies of the Certificate remain the property of the Steering Committee and must be returned immediately if requested.
13. No misrepresentation of the Certificate
13.1 The Client must not:
(a) engage in any conduct which might mislead, deceive or confuse any person in relation to; or
(b) otherwise misrepresent the nature, status, scope or effect of its Certificate.
13.2 The Client must promptly comply with any directions given by the Steering Committee to correct any conduct or misrepresentation in breach of clause 13.1.
14. Suspension, cancellation or expiry of Certification
14.1 The Steering Committee may suspend the Client’s Certificate with immediate effect by giving notice to the Client if:
(a) the scheme ceases to exist;
(b) the client ceases to carry on business;
(c) the client ceases to be able to pay its debts as they become due;
(d) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person of the whole or any part of its assets or business of the client; or
(e) the client breaches these Terms and Conditions;
(f) the client applies the label to a non-approved product, service or organisation;
(g) the client is found not to deliver water savings or efficiencies as advised to the Expert Panel;
(h) the client is found not to be of a high quality, based upon consumer complaints and/or independent tests carried out by the Expert Panel or other recognised agencies;
(i) at the end of the two (2) year period, the client does not renew.
14.2 Where the Client’s Certificate is suspended:
(a) if the Client responds within 30 days and if the Expert Panel is satisfied with the remedial action taken by the client - the suspension will be lifted;
(b) if the Client responds within 30 days and if the Expert Panel is not satisfied with the remedial action taken by the client - the certificate will be cancelled;
(c) if the Client fails to respond in 30 days - the certificate will be cancelled.
14.3 If the Certificate is cancelled under Clause 14.1 and 14.2:
(a) no payments will be refunded;
(b) the client must take all reasonable steps to prevent the public from misled or otherwise harmed;
(c) the client must cease using the Certificate;
(d) the client must cease all advertising, promotions or other publication related to the Certificate;
(e) the client must take all reasonable steps to notify staff, customers and/or suppliers of the cancellation of the Certificate;
(f) the client must remove all references to the certificate, including signage, product labelling, publications and web site;
(g) the client must take all other necessary steps to ensure that third parties are not misled to believe that the Certification has not been cancelled;
(h) the Steering Committee will remove the certificate from all listings and promotional material;
(i) the Steering Committee will use its best endeavours to ensure that the public are informed including issuing press releases and making media comment.
15. Client Termination of Certificate
15.1 The Client may terminate the Certificate by giving the Steering Committee written notice - 3 months in advance.
15.2 If the Client complies with Clause 14.3(b) - (g) inclusive, a pro-rata refund for the amount paid by the client, as set out in the Schedule of Fees will be refunded, at the end of the 3 month notice period.
15.2.1 The Steering Committee will enact Clause 14.3(b) - (i) at the end of the 3 month notice period.
16. Appeals
The client has rights to appeal the decision of the Expert Panel. Such an appeal needs to be made in writing to:
Chair
Smart Approved WaterMark Steering Committee
PO Box 13772
Law Courts Post Office
Melbourne Victoria 3001
The client is to have the right to appear in person before the committee to put its case.
17. Notices
17.1 The giving notice under the Contract must be in writing with the notice;
(a) directed to the recipient’s address for correspondence as nominated in the application or as varied by any notice; and
(b) hand delivered or sent by prepaid post or facsimile or emailed to that address.
17.2 A notice given in accordance with Clause 17.1 is taken to be received:
(i) if hand delivered, on delivery;
(ii) if sent by prepaid post, three days after the date of posting; or
(iii) if sent by facsimile or e-mail, when the sender’s facsimile or e-mail system generates a message confirming successful transmission of the total number of pages of the notice.
18. Assignment
The Client must not assign or otherwise transfer any or all of its rights in relation to the certificate, without the prior written consent from the Steering Committee.
19. Limitation of liability
19.1 The Steering Committee excludes from these terms and conditions all conditions and warranties implied by statute, general law or custom except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void ("Non-excludable statutory condition").
19.2 The Steering Committee excludes liability for any loss or damage suffered by the Client (whether direct, indirect or consequential arising in any way out of any services (including defective services) rendered by the Steering Committee or out of the Client’s product which is the subject of a Certificate by the Steering Committee and Expert Panel or any negligent act or omission of the Steering Committee, its officials, employees, agents or contractors, including but not limited to profits lost and damage sustained or incurred as a result of a claim by a third person.
20. Insurance
The Client must:
(a) take out and maintain valid and enforceable public liability, professional indemnity and workers’ compensation insurance policies to cover potential liability of:
(i) the Client arising out of a breach of Contract; and
(ii) the Steering Committee and the Expert Panel arising out of the Client’s breach of these terms and conditions or any act or omission of the Client, as if the Steering Committee and Expert Panel were a jointly insured party under each of those policies; and
(b) provide the Steering Committee with Certificates of currency and any other evidence of those policies if requested.

21. Indemnity
The Client must indemnify the Steering Committee and the Expert Panel from and against all expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against the Steering Committee and the Expert Panel) that the Steering Committee and the Expert Panel may sustain or incur as a result, whether directly or indirectly, of:
(e) any breach of these terms and conditions by the Client, including, but not limited to, a breach in respect of which the Steering Committee and the Expert Panel exercises an express right to terminate these terms and conditions; or
(b) any loss of or damage to any property or injury to or death of any person;
caused by any negligent act or omission of the Client or its officers and employees;
(iii) arising out of or in connection with the Client’s product, process or service that is the subject of Certification.

22. Relationship
Under these Terms and Conditions, the Certificate and Approval Procedure does not create any fiduciary, employment, agency or partnership relationship between the Steering Committee and the Client.

23. Force majeure
No party is liable for any failure to perform or delay in performing its obligations under these terms and conditions if that failure or delay is due to flood, fire, earthquake or other occurrence beyond that party’s reasonable control.

24. Governing law and jurisdiction
24.1 The Contract is governed by the law applicable in the State of Victoria, Australia.
24.2 Each party submits to the non-exclusive jurisdiction of the courts of the State of Victoria.
### Smart Approved WaterMark

**Schedule of Fees 2003–2004**

**Products**

<table>
<thead>
<tr>
<th>Category</th>
<th>Application Fee Per Product (non refundable)</th>
<th>Licensing Fee (inc access to Label)</th>
<th>Renewal 1 (no major)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small business &lt; 5 employees</td>
<td>$110</td>
<td>$220</td>
<td>$220</td>
</tr>
<tr>
<td>Medium business enterprises 6 - 20 employees</td>
<td>$220</td>
<td>$330</td>
<td>$330</td>
</tr>
<tr>
<td>Not-for-Profit &amp; Educational organisations</td>
<td>$220</td>
<td>$550</td>
<td>$550</td>
</tr>
<tr>
<td>Government &amp; Local Government</td>
<td>$330</td>
<td>$770</td>
<td>$770</td>
</tr>
<tr>
<td>Corporate &gt; 20 employees</td>
<td>$330</td>
<td>$1320</td>
<td>$1320</td>
</tr>
</tbody>
</table>

**Services**

<table>
<thead>
<tr>
<th>Category</th>
<th>Application Fee Per Service (non refundable)</th>
<th>Licensing Fee (inc access to Label)</th>
<th>Renewal 1 (no major)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small business &lt; 5 employees</td>
<td>$110</td>
<td>$220</td>
<td>$220</td>
</tr>
<tr>
<td>Medium business enterprises 6 - 20 employees</td>
<td>$330</td>
<td>$330</td>
<td>$330</td>
</tr>
<tr>
<td>Not-for-Profit &amp; Educational organisations</td>
<td>$330</td>
<td>$440</td>
<td>$440</td>
</tr>
<tr>
<td>Government &amp; Local Government</td>
<td>$550</td>
<td>$1320</td>
<td>$1320</td>
</tr>
<tr>
<td>Corporate &gt; 20 employees</td>
<td>$550</td>
<td>$1870</td>
<td>$1870</td>
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</table>

**Organisations**

<table>
<thead>
<tr>
<th>Category</th>
<th>Application Fee Per Organisation (non refundable)</th>
<th>Licensing Fee (inc access to Label)</th>
<th>Renewal 1 (no major)</th>
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</thead>
<tbody>
<tr>
<td>Primary &amp; Secondary Schools</td>
<td>Free^</td>
<td>Free^</td>
<td>Free^</td>
</tr>
<tr>
<td>Small business &lt; 5 employees</td>
<td>$110</td>
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<td>$220</td>
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<tr>
<td>Medium business enterprises 6 - 20 employees</td>
<td>$330</td>
<td>$330</td>
<td>$330</td>
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<tr>
<td>Not-for-Profit &amp; Educational organisations</td>
<td>$330</td>
<td>$550</td>
<td>$550</td>
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<tr>
<td>Government &amp; Local Government</td>
<td>$550</td>
<td>$1320</td>
<td>$1320</td>
</tr>
<tr>
<td>Corporate &gt; 20 employees</td>
<td>$550</td>
<td>$2420</td>
<td>$2420</td>
</tr>
</tbody>
</table>

^Must satisfy schools criteria

---

https://www.wsaa.asn.au/smartwatermark/smartfees.htm

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Download a pdf of the Schedule of Fees

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Smart Approved WaterMark

Membership of the Smart Approved WaterMark Steering Committee

WSAA Nominees
- Rose Young (Chair) – Executive Director, WSAA
- John Brennan – Water Corporation
- Doug Cox (TBC) – Sydney Water

NGIA Nominees
- Richard de Vos – CEO, NGIA
- Alan Hollensen – NGIA (Victoria)
- Vacant

IAA Nominees
- Jolyon Burnett – CEO, IAA
- Brodey Myers-Cooke – Gardening Australia
- Vacant

AWA Nominee
- Chris Davis – CEO, AWA

Other Representatives
- Shane McWhinney – Environment Australia

Chair of the Expert Panel
- Jeremy Cape – Capability & CRC Irrigation Futures

Executive Officer
- Chris Wootton – WSAA

Smart Approved WaterMark Expert Panel

Mr Jeremy Cape (Chair) – Capability – ED CRC Irrigation Futures
Mr Greg Stewart – Total Eden
Assoc Prof Basant Maheshwari – University of Western Sydney
Ms Angie Thomas – Yates Australia and New Zealand
Dr Louise Barton – University of Western Australia
Mr Tony Martella – Master Plumbers and Gasfitters Association of Western Australia
Ms Jane Edmanson – Gardening Australia
Chris Wootton (Executive Officer) – WSAA

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## Schedule of Fees 2003–2004

<table>
<thead>
<tr>
<th>Products</th>
<th>Application Fee</th>
<th>Licensing Fee</th>
<th>Renewal Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small business (1 – 5 employees)</td>
<td>$150</td>
<td>$220</td>
<td>$370</td>
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<tr>
<td>Medium business (6 – 20 employees)</td>
<td>$225</td>
<td>$330</td>
<td>$555</td>
</tr>
<tr>
<td>6 – 20 employees</td>
<td>$225</td>
<td>$330</td>
<td>$555</td>
</tr>
<tr>
<td>Services</td>
<td>$225</td>
<td>$330</td>
<td>$555</td>
</tr>
<tr>
<td>Government &amp; Local Government</td>
<td>$330</td>
<td>$770</td>
<td>$570</td>
</tr>
<tr>
<td>Corporation &gt; 20 employees</td>
<td>$330</td>
<td>$770</td>
<td>$570</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Services</th>
<th>Application Fee</th>
<th>Licensing Fee</th>
<th>Renewal Fee</th>
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</thead>
<tbody>
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<td>Small business (1 – 5 employees)</td>
<td>$150</td>
<td>$220</td>
<td>$370</td>
</tr>
<tr>
<td>Medium business (6 – 20 employees)</td>
<td>$225</td>
<td>$330</td>
<td>$555</td>
</tr>
<tr>
<td>6 – 20 employees</td>
<td>$225</td>
<td>$330</td>
<td>$555</td>
</tr>
<tr>
<td>Non-for-Profit &amp; Other Organisations</td>
<td>$330</td>
<td>$770</td>
<td>$570</td>
</tr>
<tr>
<td>Government &amp; Local Government</td>
<td>$330</td>
<td>$770</td>
<td>$570</td>
</tr>
<tr>
<td>Corporation &gt; 20 employees</td>
<td>$330</td>
<td>$770</td>
<td>$570</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Organisations</th>
<th>Application Fee</th>
<th>Licensing Fee</th>
<th>Renewal Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary &amp; Secondary Schools</td>
<td>$190</td>
<td>$450</td>
<td>$830</td>
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<tr>
<td>Small business (1 – 5 employees)</td>
<td>$190</td>
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<td>Medium business (6 – 20 employees)</td>
<td>$225</td>
<td>$330</td>
<td>$555</td>
</tr>
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<td>$330</td>
<td>$555</td>
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<tr>
<td>Non-for-Profit &amp; Other Organisations</td>
<td>$330</td>
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<td>$770</td>
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<td>$570</td>
</tr>
</tbody>
</table>

For further information on the scheme go to [www.smartapprovedwatermark.info](http://www.smartapprovedwatermark.info) or please contact chris.wootton@wsao.asn.au

Information contained in this brochure is subject to change and is correct at the time of printing — March 2004.
Smart Approved WaterMark Scheme

Smart Approved WaterMark is a nationally endorsed water conservation labelling scheme that recognizes products, services and organisations which are assisting all Australians to halve their water use.

The Smart Approved WaterMark Scheme is non-profit and managed by Australia's peak water agencies: the Water Services Association of Australia (WSAA), the Nursery and Garden Industry of Australia (NGIA), the Irrigation Association of Australia (IIA), and the Australian Water Association (AWA).

The key objectives of the Smart Approved WaterMark scheme are to assist in the reduction of per capita water consumption—especially in the areas of outdoor water use—and the labelling of appropriate water-saving products and water-related services and organizations.

The SmartApproved WaterMark scheme is voluntary and applications are assessed by an independent expert panel. The decision of the Expert Panel is to “Accept, Reject” or “Seek Further Information” on all applications submitted for the SmartApproved WaterMark label.

Examples of products, services, and organizations that may be considered under the scheme include:

Products:
- Trigger nozzles
- Rain sensors
- Multi and single nozzles
- Water efficient design services
- Waterwise and training programs
- Information services

Organisations:
- Schools
- Local government
- New urban developments
- Retail outlets
- Government bodies

General guidelines and the application forms for products, services and organizations can be downloaded from www.smartapprovedwatermark.info

Each application form has a set of examination rules and the terms and conditions of the Smart Approved WaterMark scheme.

Due Dates for Applications

The Expert Panel meets quarterly to consider all applications. Dates for 2004 are:

Closing Date for Applications
- 31 May 2004
- 15 August 2004
- 12 November 2004

Expert Panel Meeting Dates
- 17/18 June 2004
- 9/10 September 2004
- 9/10 December 2004

Applications received after the closing date will be deferred to the next Panel Meeting.

Application Fee Exemption

For some products, where there is clearly demonstrated benefit with regard to water efficiency, usually acknowledged by inclusion within state government or territory rebate schemes, the Steering Committee has agreed to exempt the Application Fee.

The Steering Committee has approved the following products as eligible for the Application Fee Exemption:

- Trigger Nozzles
- High pressure cleaning devices - 4.5 litres/min or less
- Rain sensors
- Rainwater tanks
- Rainwater tanks - connected to toilet

Please note:
- All applications forms must be completed on line and can be submitted to the Expert Panel.
- The Application Fee Exemption DOES NOT mean that it will be approved by the Expert Panel - as many applications are not eligible for the SmartApproved WaterMark label or exceed the specified limit. In addition, the Expert Panel will exclude applications fee exemptions for services where they are recognised by an approved external auditing body.
WSAA has 28 Members and 25 Associate Members which provide water services to more than 14 million Australians.

Smart Approved WaterMark

Current Guidelines for Applicants

There are separate application forms for:

- Products
- Services
- Organisations

Each application form has a set of explanatory notes and the terms & conditions of the Smart Approved scheme.

Due Dates for Applications

The Expert Panel meets quarterly to consider ALL applications. Dates for 2004 are:

Closing Date for Applications
Friday 13 August 2004
Friday 12 November 2004

Expert Panel Meeting Dates
9/10 September 2004
9/10 December 2004

Applications received after the closing date will be deferred to the next Panel Meeting.

Indicative Criteria

To be considered for the Smart Approved WaterMark label, a product, where used appropriately, must be one of the following criteria, where the primary stated purpose of the product is clearly to:

1. reduce water wastage/enhance water efficiency
2. apply water efficiently
3. provide a direct alternative to using water

Additional Guidelines for Product Applications:

- Generally products should reduce water consumption irrespective of the user
- The product should save water in a majority of situations
- Where possible, include independent verification of any claims made
- How is the product unique – how does it help consumers select a more efficient water using product

Products currently included in the SAA National Water Conservation Rating and Labelling Scheme, may not be considered for the Smart Approved WaterMark label.

To be considered for the Smart Approved WaterMark label, a service must satisfy at least one of the following criteria, where the primary stated purpose of the service is to:

1. inform and/or educate consumers to reduce potential water wastage and/or use water more efficiently
2. inform and educate the water industry on ways to reduce potential water wastage and/or use water more efficiently
3. conduct water audits and provide advice to consumers on ways to save water and/or use water more efficiently
4. ensure water using devices are maintained and operating efficiently
5. conduct retrofit programs using endorsed water using products
6. design or built infrastructure to reduce potential water wastage and/or use water more efficiently
7. committed to implementing best practice in design, installation, construction and ongoing operation

To be considered for the Smart Approved WaterMark label, an organisation must satisfy at least one of the following criteria:

1. demonstrated achievement of a recognised Code of Practice or an accredited program consistent with the requirements


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objectives of the Smart Approved WaterMark scheme conducted under the auspices of:
- the Irrigation Association of Australia
- the Nursery and Garden Industry of Australia
- Water Services Association of Australia
- or other appropriate accrediting bodies

2. a commitment to reducing water wastage and using water efficiently as demonstrated through:
- official publications
- staff training and development programs
- the purchase and use of water saving and water efficient products
- regular water audits
- achieved reductions in organisational water-use

3. a leader in the water related industry (developers/research/service providers) creating/developing water efficient new developments and/or services and products

In the case of an organisation application, where the organisation applying may also deliver water related products, application forms for all appropriate services and/or products must also be completed

Application Fee Exemption

For some Products, where there is clearly a demonstrated benefit with regard to water efficiency, usually by inclusion within state government/territory rebate schemes, the Steering Committee has agreed to a reduced Application Fee.

The Steering Committee has approved the following products as eligible for Application Fee Exemption:

- High pressure Cleaning Devices — 9 litres/min or less
- Rain sensors
- Rainwater tanks
- Rainwater tanks — connected to toilet

Please note:

An application form must still be completed so that it can be considered by the Expert Panel.

The Application Fee Exemption DOES NOT mean that it will be approved by the Expert Panel — in many cases the criteria for the Smart Approved WaterMark may be higher than that applied to a rebate schemes.

In addition, the Steering Committee, along with the Expert Panel, will explore automatic approvals for those technologies that are recognised by an approved external accrediting body.

For further information on the Scheme please contact Martin Bjorke at AWA on (02) 9413 1288, email: mbjorke@awa.asn.au

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Smart Approved WaterMark

A Brief Summary

Since 1997, the Water Services Association of Australia (WSAA) has successfully managed and further voluntary Water Conservation Appliance Rating and Labelling Scheme (A limited range of products are AAAA, using ASNZS6400). It is expected that this scheme will be replaced by mandatory labelling in 2

The Australian urban water industry is committed to reducing per capita water consumption, reducing water use is efficient. In Australian cities, between 30 – 50% of household water use is used. Currently there is no national program to provide advice to consumers on ways to save water and to react and organisations that are committed to saving water.

WSAA, in conjunction with the Irrigation Association of Australia (IAA), the Nursery and Garden Industry (NGIA) and the Australian water Association (AWA) have developed the Smart Approved WaterMark sc

What is Smart Approved WaterMark?

The key objectives of the Smart Approved WaterMark scheme are:

1. To reduce per capita water consumption — especially in the areas of outdoor water-use
2. To recognise products, services and organisations that will contribute to a reduction in per capita encourage further research and development
3. To provide a simple and identifiable label for consumers, so that they can make informed choice outlets, and through such choices, contribute to the reduction in per capita water use
4. To provide a simple and identifiable label for services and organisations to allow them to differentiate from competitors, to reinforce the scheme to consumers and encourage other services and organisations to increase their efforts towards contributing to a reduction in per capita water consumption

The proposed key elements of the Smart Approved WaterMark are:

- It is a voluntary labelling scheme
- The scheme is not-for-profit, any additional revenue will be used to maximise promotion and me scheme and/or to further enhance the quality of the scheme
- It is not a comparative based system in relation to water use — either it can be demonstrated to and/or water efficient or not
- The Smart Approved WaterMark label can be applied to:
  - water using/saving products
  - water related services
  - water related organisations

Possible Products
Possible Services
Possible Organisations

- Trigger Hoses
- Green Plumbers
- Councils demonstrating water r
- Drip systems
- Water Saving retrofit Services
- efficiency programs (e.g parks &
- Weep hoses
- Watering saving training and accreditation
- Developers adopting water sav
- Microsprey systems
- Water Efficient design of occupied & new
- programmes
- Tap Timers
- Maintenance programs for irrigation systems
- Electronic water
- IAA Certified Irrigation Designe
- controllers
- IAA Certified Irrigation Designer services for
- Moisture
- water efficient gardens and irrigation systems
- sensors/Rainfall sensors
- IAA Certified Landscape Irrigation Auditor
- Low water using plants
- programs
- Low water using lawn
- Low water using lawn
- Mulch
- Maintenance programs for irrigation systems
- Rain water tanks
- IAA Certified Landscape Irrigation Auditor
- Watering spikes
- Watering spikes
- High pressure cleaning
- High pressure cleaning
- devices
- devices
- Grey water permanent
- Grey water permanent
- tank systems
- tank systems
Temporary grey water diverters

- For many products — a minimum set of requirements, (providing some element of stretch) will be established (ie. plants) for others it will be more related to the very nature of the product itself i.e.
- All products and services will need to be submitted to the independent Expert Panel for assessment, prior to any application of the Smart Approved WaterMark label

To ensure that only appropriate products, services and organisations are considered, there are four core criteria that apply, namely:

1. The primary purpose of the:
   - The product is directly related to reducing actual water use and/or using water more efficiently. There is a direct correlation between the use of the product and water savings.
   - The service is directly related to reducing actual water use and/or using water more efficiently
   - The service is demonstrated by clear and measurable reductions in actual water consumption.

2. It is assumed that the product, service or organisation is used appropriately and is consistent with other documentation as supplied.

3. The product, service or organisation is of high quality and meets customer and community expectations.

4. That the product, service or organisation, while satisfying the above three criteria, is environmentally sustainable, and not adversely affect the environment in total i.e. greenhouse gas emissions, we

Organisation and Implementation

The Smart Approved WaterMark scheme is managed by a Steering Committee formed from the Water & Association of Australia (WSAA), the Irrigation Association of Australia (IAA), the Nursery and Garden Industry (NGIA) and the Australian Water Association (AWA) – the peak bodies of the urban water industry. Other organisations may also be invited to participate. The Steering Committee and Expert Panel have been established to produce the Smart Approved WaterMark scheme is funded by the managing agencies and from application fees.

It is intended that the scheme will be officially launched in October 2004 – with an initial set of approved services and organisations.

For further information on the Smart Approved WaterMark scheme, please contact: Martin Bjorke at AW 1288, email: mbjorke@wsa.asn.au

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WSAA has 28 Smart Approved WaterMark
Members and Approved Products, Services and Organisations
25 Associate Products
Members which
provide water
services to more
than 14 million
Australians.

Nylex Water Saving Kit Model No GKPP12018. more information

Services

Armor All National Car Wash Day Saturday 13 March 2004 more information

Organisations
None currently approved.

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