

Q&A – Developer Works Deed

Clarity when building developer works

1 March 2013

Q What is the Developer Works Deed?

A The *Developer Works Deed* is a Sydney Water agreement.

The deed must be signed by the developer, the developer's listed providers (water servicing coordinator (WSC), designer and constructor) and Sydney Water whenever the developer must design and construct water or wastewater (major and minor) works.

There are three schedules to the *Developer Works Deed*:

- Schedule 1 – Standard Terms
- Schedule 2 – Novation Deed
- Schedule 3 – Deed Poll.

Q Where can I see the new documents?

A You can find the new documents at sydneywater.com.au under 'Plumbing, building and developing' then 'Developing'.

Q Why is the Developer Works Deed needed?

A Sydney Water wants to make the roles and responsibilities clear for:

- developers
- water servicing coordinators (WSCs)
- designers
- constructors
- Sydney Water.

We believe that making the roles and responsibilities clear in a standard terms document minimises the safety and environment risks, when developers build water and wastewater works.

Q When must the *Developer Works Deed* be signed?

A The deed must be signed (and sent to Sydney Water) before you send us the design documents for the works. If you don't know who the constructor will be, you can have them sign the *Deed Poll* later, but it must be before they start constructing the works.

Sydney Water will start the process by sending the deed to the WSC who will manage the signing process.

Q What is Schedule 1 - Standard Terms?

A This is the document that details the roles and responsibilities of all five parties to the *Developer Works Deed*. All parties must read this schedule before they sign the deed.

Q What is Schedule 2 - Novation Deed?

A This is the document used when a new developer replaces an existing developer, because the ownership of the development site has changed. The new developer party and the remaining (ongoing) parties must sign the novation deed before the project can restart.

Q What is Schedule 3 - Deed Poll?

A This is the document that must be signed when either:

- the constructor can't sign the *Developer Works Deed* before you send us the design documents for the works or
- a provider must be replaced during the project.

Q The deed and standard terms refer to 'the Developer' and 'Notice of Requirements'. I'm only adjusting or deviating your pipes and I'm not a 'developer' and I don't receive a 'Notice of Requirements'. Do the deed and standard terms cover this situation?

A Yes. Part D of the standard terms gives an alternative definition for these terms that covers this situation.

Q The *Standard Terms* (clause B2.1 a) say that the developer '... is the Principal Contractor under Chapter 6 of the *Work Health and Safety Regulation 2011 (NSW)*'. As the developer, can I transfer 'principal contractor' responsibilities to another party?

A Yes. Chapter 6 of the *Work Health and Safety Regulation 2011 (NSW)* allows the developer to transfer these responsibilities.

Q Why do I have to sign such a large deed for small wastewater (minor) works?

A Sydney Water has assessed the risks associated with small wastewater (minor) works and believes that, in most cases, the risks for 'minor' works are the same as for larger (or 'major') works.

Q I am a WSC, designer or constructor and I want to end my involvement in a development before the works are completed. How do I transfer my responsibilities under the deed?

A Because you have been engaged by the developer, you must first advise the developer. The developer will advise Sydney Water (under clause C5.2 of the *Standard Terms*).

Q I have a question about the deed signing process. Who can help me?

A Your WSC can help you.

Q I have a question about one of the clauses in the standard terms. Who can help me?

A Send your questions to developeragreement@sydneywater.com.au and we will answer them.