

Application and Agreement for the Hire and Use of a Portable Drinking Water Metered Hydrant/Meter

IMPORTANT NOTE Once the Hydrant is issued this agreement will bind the signatory and any person on whose behalf the application is made for a maximum period of 3 years. For the purpose of this agreement both the Portable Metered Hydrant and Portable Meter will be referred to as a 'Hydrant' unless otherwise stated. This application is valid for 3 months – if payment is not received within the three months, a new application will be required.

Any breach of the Water Industry Act 2012, Regulations or directions from SA Water Corporation may result in termination of this agreement, seizure of the Hydrant and issue of a penalty.

I/we, the undersigned hereby apply to take water from the water infrastructure by means of a Hydrant supplied by SA Water. The supply of water will be subject to a separate Contract with SA Water.

Applicant/Company Name

Company Trading Name(s) ABN / ACN

Company Street Address

Suburb Postcode

Nominated Responsible Person*

Name of Responsible Person

Position / Title Driver's Licence No

Street Address

Suburb Postcode

Postal Address

Phone Mobile Fax

Email

***The Responsible Person on collection of the hydrant, must demonstrate competency in the connection, use and disconnection of the Metered Hydrant.**

Updated May 2013

Metered Hydrant/Portable Meter (Please tick connection/s required)

I/we make application for the provision of a:

- 25mm** metered hydrant for use with drinking water supplies (*connects to "Fire Plug"*)
- 50 mm** metered hydrant for use with drinking water supplies (*connects to "Fire Plug"*)
- 25 mm** portable meter for use with drinking water supplies (*connects to existing "Pillar Hydrant"*)

for the purpose of:

- Water tanker filling Vehicle registration No
- Backflow Certification No
- Roadworks/Other

Location of proposed use: (Please circle) Metro Outer Metro Regional

Duration of Lease (if left blank, lease period will default to maximum of 3 Years)

From / 20..... To / 20.....

SA Water can be contacted on 1300 650 951 regarding the current application fee and deposit requirements.

Address where the Hydrant/Portable Meter will be stored

Street Address

Suburb Postcode

With respect to this application, if approved, I agree and accept to:

1. the terms, conditions and charges applicable under the related agreement;
2. the penalties that apply to non-compliance; and
3. comply with the instructions on how to use a Hydrant.

Signed by the Customer

X

 Signature (by a person duly authorised to do so) Print Full Name

Your Position/Title.....

Postal Address

(if different to street address)

This agreement authorises the customer to take water by means of a hydrant subject to the conditions and charges stated in this Agreement.

AUTHORISATION FOR THIRD PARTY TO COLLECT THE HYDRANT

I
Print Full Name

authorise
Print Full Name

to make payment and collect the Hydrant to be used in the name of the company listed above.

I understand that a driver's licence will need to be presented to verify the identity of the above person before the Hydrant will be issued.

Signed by the Customer

Xsignature (by a person duly authorised to do so)

SA Water Use Only (Approval)

Application fee of \$ Receipt Number Date Received/...../ 20.....

Deposit of \$ Receipt Number Date Received/...../ 20.....

Public and Products Liability Policy of insurance documents provided / witnessed. (Refer Section 12)

Yes No N/A

Name of Authorising officer Date Reviewed/...../ 20.....

The Corporation has APPROVED / NOT APPROVED the supply of:

(Issue/Collection)

(1) mm portable meter number

(2) mm metered hydrant number

Date Issued/...../ 20..... Reading on Issue

FILE REF/.....

Customer Signature..... Print Name.....

SA Water Signature..... Print Name.....

TERMS AND CONDITIONS OF PROVISION OF A PORTABLE METERED HYDRANT TO TAKE WATER FROM SA WATER'S WATER INFRASTRUCTURE

THIS AGREEMENT

This Agreement is bound for a maximum period of 3 years from date of collection and at the end of the Agreement period the Hydrant shall be returned and the account finalised. A new application can be made within 3 Months of cessation of the Agreement.

The terms and conditions of this Agreement may be varied at any time following reasonable written notice to the Customer given to the Customer or communicated to the Customer's address, fax number or email address provided to SA Water by the Customer from time to time or as requested.

1. DEFINITIONS AND INTERPRETATION

- 1.1. Customer means each person (including a body, whether or not incorporated, partnership or trust) to which this application applies.
- 1.2. Hydrant means a portable metered hydrant (including a portable meter) hired to the Customer by SA Water.
- 1.3. Point of Supply means the point or points notified by SA Water to the Customer from time to time as constituting the Point of Supply.
- 1.4. Nominated Responsible Person means the person nominated by the Customer as the Responsible Person in the application form or by written notice to SA Water
- 1.5. SA Water means South Australian Water Corporation established under the South Australian Water Corporation Act 1994.
- 1.6. **Water infrastructure** has the same meaning as defined in the *Water Industry Act 2012*.

Interpretation

In this Agreement:

- a) a reference to a person includes a reference to a body (incorporated or unincorporated), partnership, or trust; and
- b) a reference to an Act includes any amending or substituting Act, and any subordinate legislation or statutory instrument under it.

If this Agreement provides for SA Water to determine a matter, SA Water may determine that matter from time to time.

A reference in this Agreement to SA Water terms and conditions is a reference to those conditions as varied or renamed from time to time.

2. HIRE OF HYDRANT

- 2.1. The Hydrant remains the *property of SA Water at all times*.
- 2.2. *The hydrant is for temporary* short term connection to SA Water's drinking water infrastructure only. Hydrants shall not be used to supply drinking water to a property or for connection to provide a temporary service. For water service connections, contact SA Water Customer connections on 1300 650 951.
- 2.3. The Customer must pay a deposit determined by SA Water prior to the issue of the Hydrant. SA Water may apply the deposit to offset any liability of the Customer to SA Water in respect of the hire of the Hydrant or the supply of water. To the extent that it is not so applied, SA Water will refund the deposit on the return of the Hydrant in good order, subject to fair wear and tear, after deducting any amount for water used.
- 2.4. The Customer must pay SA Water the following fees and charges in respect to the hire of a Hydrant:
 - a) an application fee in respect to the Customer's application to hire the Hydrant;
 - b) the hire charge payable in advance in respect to each quarter, or part of a quarter, during which the Customer hires the Hydrant; andany other fee applicable to the hire or repair of the Hydrant.

3. FEES AND CHARGES

A list of current fees and charges will be provided upon request or can be found in the Developers and Builders section of the SA Water website.

4. AUTHORISED USE

- 4.1. Provided all required fees and charges are paid in relation to the use of the Hydrant and for water supplied by means of the Hydrant, the Customer is entitled to possess and use the Hydrant in accordance with these terms and conditions until the end of the agreement period or earlier termination of this Agreement
- 4.2. The Customer must ensure that the Hydrant is only used by the Customer or an employee of the Customer.
- 4.3. The Customer must secure the Hydrant so that it is not subject to unauthorised use and must not leave the Hydrant unattended whilst connected to the water infrastructure.
- 4.4. The Customer is liable for any unauthorised use of the Hydrant and for any water taken through the Hydrant in the course of such unauthorised use.
- 4.5. The Customer will be liable for any fees, charges or penalties imposed by SA Water regardless of whether the Customer is contracted, sub-contracted, employed or engaged by a third party.
- 4.6. The Customer must not:
 - a) hire, loan or provide a Hydrant to a third party; or
 - b) remove or allow a Hydrant to be removed from South Australia.

- 4.7. The taking and use of water by means of the Hydrant is subject to water use restrictions imposed by SA Water from time to time. Customers must comply with all such restrictions in force at the time the water is taken through the Hydrant. Current water restrictions are available on [insert website address and other relevant contact points for obtaining this information.

5. CARE OF HYDRANT

- 5.1. The Customer must:
- a) comply with SA Water's instructions about the care and use of the Hydrant as issued by SA Water from time to time; and
 - b) ensure that any person operating a Hydrant is aware of those instructions and is properly trained and competent to use the Hydrant.
- 5.2. The Customer must immediately notify SA Water if a Hydrant is damaged or if the meter ceases to function properly or becomes unreadable.
- 5.3. If a Hydrant is stolen, the Customer must immediately:
- a) report the theft to the South Australian Police Force; and
 - b) advise SA Water in writing of the police report file number.
- 5.4. If a Hydrant is Lost, the Customer must immediately:
- a) advise SA Water in writing and provide details of where and when the meter was last used.
- 5.5. The Customer must not tamper with, repair, change, paint, alter or modify a Hydrant in any way.
- 5.6. The Customer is responsible for the cost of replacement or repair of the Hydrant (except to the extent that the need for repair or replacement results from normal wear and tear). The cost of repairs will be based on the actual cost incurred by SA Water for carrying out the repairs.

6. INSPECTION OF HYDRANT AND DETERMINATION OF VOLUME OF SUPPLY

- 6.1. The Customer must:
- a) at the end of March, June, September and December of every year; and
 - b) on the termination of the hire of a meter,
- provide SA Water with a completed meter reading in a form approved by SA Water in respect of water supplied through the Hydrant.
- 6.2. The meter reading must be provided by the dates shown in section 6.1 above
- 6.3. A late reading fee will apply and further action taken, including setting an estimated water use if a meter reading is not provided.
- 6.4. The Customer must on the termination of the hire of a Hydrant or at any other time on request by SA Water present the Hydrant at a location nominated by SA Water for SA Water's inspection. Failure to present a Hydrant will incur penalties as described in Section 8

- 6.5. The volume of water supplied to the Customer during a period will be estimated by SA Water if:
- a) for whatever reason the Customer fails to provide a meter reading as required under clause 6.1;
 - b) the meter is broken or unreadable; or
 - c) for any other reason SA Water does not consider that the meter reasonably reflects the volume of water supplied to the Customer.
- 6.6. Where possible the estimated water usage will be based on previous usage recorded by the Hydrant, however if a usage record does not exist for the Hydrant an average based on the volume used by all SA Water hydrants will be used.
- 6.7. SA Water may inspect / audit the Hydrant and or tanker at any time on request.

7. PAYMENT FOR WATER

- 7.1. The Customer must pay by the due date of each account for water at the rate determined by SA Water in respect of the volume of water determined in accordance with the meter reading or otherwise in accordance with clause 6.
- 7.2. If the rate varies between the dates on which SA Water assesses the volume of water supplied, SA Water may estimate the volume of water to which each rate applies.

8. PENALTIES / TERMINATION OF AGREEMENT

- 8.1. Penalties apply for breach of this Agreement, the Water Industry Act 2012 and Water Industry Regulations 2012.
- 8.2. SA Water reserves the right to recover outstanding fees, charges or damages from the deposit/bond.
- 8.3. SA Water may without notice to a Customer terminate an authorisation given to take water by means of a Hydrant from the water infrastructure and seize the Hydrant:
- a) for breach of this Agreement, Water Industry Acts 2012 and Water Industry Regulations 2012 or directions imposed by SA Water, water industry officer or authorised officer appointed under the Water Industry Act 2012; or
 - b) without cause on three months notice.
- 8.4. Following seizure of a Hydrant, the Customer will be liable to pay all outstanding fees. Once the account has been finalised, the customer may make an application for a new Hydrant.

9. RETURN OF HYDRANT

- 9.1. The Customer must return the Hydrant to a location nominated by SA Water immediately if:
- a) the Customer ceases to trade;
 - b) the Customer changes trading name; or
 - c) the Customer becomes insolvent.
 - d) The Hydrant is no longer required

10. POINT OF SUPPLY

- 10.1. The Customer must only attach a Hydrant to the water infrastructure at an agreed Point of Supply. SA Water may direct the Customer regarding the Points of Supply that may be used or must not be used for taking water by means of the Hydrant. The Customer must comply with any directions given by SA Water regarding the use of Points of Supply.
- 10.2. When a metered hydrant is intended to be connected to the infrastructure outside of the metropolitan area the customer must contact SA Water a minimum of 2 business days prior to taking water to confirm Points of Supply. 1300 650 950
- 10.3. The Customer must only use a drinking water Hydrant for accessing SA Water infrastructure.
- 10.4. The Customer must not use a recycled water Hydrant to take water from drinking water infrastructure.

11. WATER TANKERS

- 11.1. The Customer must not use a Hydrant for filling a water tanker unless a Metered Hydrant Authorisation sticker is displayed in a clearly visible location on the water tanker.
- 11.2. The tanker must be made available for compliance inspection at any time and place on request by SA Water.
- 11.3. If a tanker is intended to be used for recycled water cartage, the Customer must ensure;
 - a) the tanker has been audited and approved by SA Water;
 - b) a recycled water agreement is in place with SA Water; and
 - c) the tanker is not used for carting drinking water unless it has been flushed, disinfected and tested in compliance with the Department of Health standards.
- 11.4. The Customer must comply with Standards Australia Code AS/NZS 3500 as amended from time to time, in particular provision of:
 - a) a physical air gap; or
 - b) a mechanical backflow prevention device.
- 11.5. Audits for water tankers can be requested by contacting SA Water on 1300 650 950.

12. RELEASE, INDEMNITY AND INSURANCE

12.1. The Customer releases SA Water from, and indemnifies SA Water against, any loss, cost or liability arising in tort (including negligence) contract or otherwise, out of or in relation to:

- a) SA Water's supply, or failure to supply water;
- b) the supply of water by the Customer to an End User;
- c) the quality of water supplied by SA Water to the Customer;
- d) any breach of obligations under this Agreement;
- e) damage caused to the water infrastructure or other property; and
- f) disruption to the water infrastructure by use of the Hydrant

including, without limitation, if the loss, cost or liability arises out of property damage or personal injury (including death).

12.2. The Customer must take out prior to the commencement of the Agreement, and maintain throughout the term of the Agreement, a Public and Products Liability Policy of insurance covering all liability to third parties for personal injury, death, property damage and resulting economic loss arising out of the carrying out or attempted carrying out of, or failure to carry out, any of the Customer's obligations under this Agreement. The insurance policy must, in respect of public liability, be for an amount not less than \$20,000,000 in any one event and unlimited in the aggregate and, in respect of products liability, be for an amount of not less than \$20,000,000 for any one event and in the aggregate with regard to the number of events in any 12 month period. The Customer must on request by SA Water promptly provide SA Water with proof of its compliance with its obligations under this clause.

13. GENERAL

Severance

13.1. If any provision of this Agreement is held by a court to be invalid or unenforceable, that provision will be taken to be deleted and the remainder of the Agreement will continue to operate.

13.2. The Customer must not transfer its rights under this Agreement without SA Water's written consent, which SA Water may grant or withhold in its absolute discretion.

Waiver

13.3. A waiver of any provision of this Agreement must be in writing.

13.4. A waiver by a party of a right under a provision of this Agreement does not operate as a waiver of a subsequent right under that provision or a waiver of another provision of this Agreement.

13.5. A party's forbearance or delay in enforcing a right under this Agreement does not prejudice or constitute a waiver of that right.