

Application and Agreement for 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 the purpose of this agreement both the Portable Metered Hydrant and Portable Meter will be referred to as a 'Hydrant' unless otherwise stated.

Application for Metered Hydrant/Portable Meter

I/we, the undersigned hereby apply to take water from the waterworks by means of a Hydrant supplied by SA Water.

Applicant's Name

Company Trading Name(s) ABN / ACN

Position / Title Driver's Licence No

Street Address

Suburb Postcode

Postal Address

Phone Mobile Fax

Email

Metered Hydrant/Portable Meter Please tick connection/s required

I/we make application for the provision of a:

-mm metered hydrant for use with drinking water supplies
-mm portable meter for use with drinking water supplies

for the purpose of:

- Water tanker filling **Backflow Certification No.**
- Road works / Other

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 the following:

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

Signed by the Customer

X

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

Your Position / Title.....

X

.....
Witness (Signature) Witness (Print Name)

Company Trading Name(s)..... ABN / ACN

Company Street Address.....

Suburb..... Postcode

Postal Address (if different to street address).....

This agreement authorises the customer to take water by means of a portable hydrant subject to the conditions and charges stated in Regulations 33 to 36 of the Waterworks Regulations 1996.



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

X

.....

Signature (by a person duly authorised to do so)

SA Water Use Only

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

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

The Corporation has APPROVED / NOT APPROVED the supply of:

(1) mm portable meter number

(2) mm metered hydrant number

Date Issued/...../.....

Reading on Issue

FILE REF/.....

Signature

Print Name

TERMS AND CONDITIONS OF PROVISION OF A PORTABLE METERED HYDRANT TO TAKE WATER FROM THE WATERWORKS

Current fees and charges will be provided upon request or can be found in the Developers and Builders section of the [SA Water website](#)

THIS AGREEMENT

This Agreement is an agreement under section 36 of the Waterworks Act 1932 and section 34 of the Waterworks Regulations 1996. Its provisions are in addition to, and do not derogate from, the provisions of the Waterworks Act 1932 and Waterworks Regulations 1996.

These terms and conditions 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;

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 **SA Water** means South Australian Water Corporation established under the South Australian Water Corporation Act.
- 1.5 **Waterworks** means the waterworks established under the *Waterworks Act 1932*.

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.

For further information call 1300 650 951

Website: www.sawater.com.au

Email: cc@sawater.com.au

Fax: (08) 7003 1118

SA Water, GPO Box 1751, Adelaide 5001

2. AUTHORISED USE

- 2.1. The Customer must ensure that the Hydrant is only used by the Customer or an employee of the Customer.
- 2.2. 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 Waterworks.
- 2.3. 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.
- 2.4. 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.
- 2.5. 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.

3. CARE OF HYDRANT

- 3.1. 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.
- 3.2. The Customer must immediately notify SA Water if a Hydrant is damaged or if the meter ceases to function properly or becomes unreadable.
- 3.3. If a Hydrant is stolen, the Customer must immediately:
 - a) report the theft to the South Australian Police Force; and
 - b) advise SA Water of the police report file number.
- 3.4. The Customer must not tamper with, repair, change, paint, alter or modify a Hydrant in any way.
- 3.5. 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.

4. HIRE OF HYDRANT

- 4.1. The Hydrant remains the property of SA Water at all times.
- 4.2. 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.
- 4.3. The Customer must pay SA Water the following fees determined under the [Waterworks Regulations 1996](#) 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; and
 - c) any other fee applicable to the hire of the Hydrant.
- 4.4. Use of water drawn from SA Water infrastructure must comply with the [Waterworks Regulations 1996](#) and the [Waterworks Act](#).

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5. INSPECTION OF HYDRANT AND DETERMINATION OF VOLUME OF SUPPLY

- 5.1. The Customer must:
- at the end of March, June, September and December; and
 - 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.
- 5.2. The meter reading must be provided by the dates shown in section 5.1 above
- 5.3. A late reading fee will apply and further action taken, including setting a estimated water use if a meter reading is not provided.
- 5.4. 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 or to allow SA Water to read the meter. Failure to present a Hydrant will incur penalties as described in section 7 below.
- 5.5. The volume of Water supplied to the Customer during a period will be estimated by SA Water if:
- for whatever reason the Customer fails to provide a meter reading as required under clause 5.1;
 - the meter is broken or unreadable; or
 - for any other reason, SA Water does not consider that the meter reasonably reflects the volume of water supplied to the Customer.
- 5.6. 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. PAYMENT FOR WATER

- 6.1. 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 5.
- 6.2. 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.

7. PENALTIES

- 7.1. If a person fails to comply with a term of this application:
- the person is guilty of an offence pursuant to regulation 34(3) of the *Waterworks Regulations 1996* which may be punishable by:
 - a fine of up to \$10,000 for a body corporate;
 - a fine of up to \$5,000 for a natural person; or
 - an expiation fee.
 - the person is liable to pay the administrative cost in relation to the breach pursuant to regulation 29 zf) of the *Waterworks Regulations 1996*; and
 - SA Water may seize any Hydrant hired to the person and terminate this agreement.
- 7.2. If SA Water reissues a Hydrant following its seizure, the Customer will be liable to pay all fees payable prior to the issue of a Hydrant.

8. RETURN OF HYDRANT

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

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9. POINT OF SUPPLY

- 9.1. The Customer must only attach a Hydrant to the waterworks at an agreed Point of Supply.
- 9.2. A Customer must contact SA Water a minimum of 2 business day prior to taking water to confirm Point/ Points of Supply.
- 9.3. The Customer must only use a Drinking Water Hydrant for accessing SA Water infrastructure.
- 9.4. The Customer must not use a Recycled Water Hydrant to take water from drinking water waterworks.

10. WATER TANKERS

- 10.1. 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.
- 10.2. The tanker must be made available for compliance inspection at any time and place on request by SA Water.
- 10.3. 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
 - 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.
- 10.4. The Customer must comply with Standards Australia Code AS 3500 as amended from time to time, in particular provision of:
 - a) a physical air gap; or
 - b) a mechanical backflow prevention device.

11. TERMINATION

- 11.1. SA Water may by notice to a Customer terminate an authorisation given to take water by means of a hydrant from the waterworks:
 - a) immediately if a Customer is in breach of any of its conditions; or
 - b) without cause on three months notice

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 application,
 - e) damage caused to the Waterworks or other property,
 - f) disruption to the Waterworks by use of the Hydrant.
- 12.2. including, without limitation, if the loss, cost or liability arises out of property damage or personal injury (including death).

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- 12.3. The Customer must take out prior to the commencement of the Term, and maintain throughout the Term, 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.

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