

Water Cartage Contractor
REGISTRATION FORM
 Regional Water Filling Points



APPLICANT DETAILS

Customer name

Trading name Contact name

Postal address

Contact number Mobile Number

Email

Fax ABN

VEHICLE DETAILS

	Registration number	Make	Model	Tank Capacity	Domestic Drinking Delivery - Y/N
1					
2					
3					
4					
5					

FACILITY REQUIRED

Number of keys required Key deposit - \$50 per key refundable upon return \$

Number of log books required Annual Fee (2011/12) \$ 275.00

Total - included with application \$

APPLICANT DECLARATION

I verify that vehicles used for delivery of domestic drinking water have been certified with the relevant council health officer Please tick

I have read, understood and agreed to the conditions laid out by Ben Lomond Water on the reverse side of this form Please tick

Signature

Date

Print full name

Mail to: Ben Lomond Water
 PO Box 745
 Launceston TAS 7250

Email: enquiries@blwater.com.au
 Phone: 13 MYWATER (136992)

OFFICE USE ONLY

Date Received

Receipt no

Annual Fee

Customer no

1. IT IS AGREED BETWEEN THE PARTIES:

Ben Lomond Water agrees to permit the Customer to access water from its water supply infrastructure provided that the following terms and conditions are complied with at all times.

2. TERM

The term of this Agreement shall be one (1) year from the date hereof. After the expiry of the term this Agreement shall continue to subsist on a monthly basis until either party gives notice of its termination in writing to the other party or a new agreement to replace this one is signed by both parties.

3. ACCESS

Ben Lomond Water will identify and make available to the Customer Water Delivery Points from which the customer may access water. No other access points may be used for extraction of water other than as directed by Ben Lomond Water.

Vehicular access to the water points shall be entirely and at all times at the Customer's own risk.

Nominated water Delivery Points may be altered, regulated, restricted and or use otherwise prevented at Ben Lomond Water's absolute discretion. The Customer agrees to comply with any advice of alterations or supply restrictions to any site as may be advised from time to time by Ben Lomond Water.

4. RECORDING OF QUANTITY OF WATER

4.1 Ben Lomond Water shall provide the Customer with a log book template suitable for recording the details of water taken from Ben Lomond Water's Infrastructure.

4.2 The customer shall carry the log book with them at all times while withdrawing water from Ben Lomond Water's Infrastructure, and promptly document the details of each and every occasion that water is removed.

4.3 The customer agrees to deposit a copy of each completed log sheet into the deposit box at the site at the time of extraction. Notwithstanding the above, the customer shall also produce and permit Ben Lomond Water staff to review log books at any time whilst filling from Ben Lomond Water Infrastructure is in progress.

5. PAYMENTS

5.1 Payment shall be made at a rate per volume of water determined by Ben Lomond Water from time to time and advertised in "The Examiner" and on the Ben Lomond Water website for each respective financial year.

5.2 Ben Lomond Water will issue a monthly tax invoice to the Customer for payment for water taken during the preceding month. Invoice charges will be based upon submitted log sheets. Ben Lomond Water reserves the right at all times to issue tax invoices on a more frequent basis if the amount debited against the Customer's account exceeds \$2,000.00 at any particular time.

5.3 The Customer shall pay all tax invoices received pursuant to this Agreement within thirty (30) days. If payment is not made within thirty (30) days from the date of issue of that invoice Ben Lomond Water may withhold and/or restrict further supply of water to the Customer until that amount is paid.

6. INTEREST ON OVERDUE ACCOUNTS

Overdue accounts shall accrue interest at Ben Lomond Water's annual penalty rate for outstanding rates and charges as determined in Ben Lomond Water's operating budget for each respective financial year.

7. COSTS

The Customer will be responsible for all Ben Lomond Water's costs (legal and otherwise, including on a solicitor/client basis) incurred in the collection and recovery of any unpaid amounts owing for water supplied pursuant to this Agreement.

8. PUBLIC LIABILITY INSURANCE

At all times during the term of this Agreement and any extension and renewal thereof the Customer shall maintain a current public liability insurance policy which cover extends to the supply of water, taking of water and all other activities contemplated by this Agreement which policy shall be for an amount of not less than Five million Dollars (\$5,000,000.00) for any single event, or series of claims arising from a single event. The Customer shall evidence the currency of the said insurance policy whenever Ben Lomond Water demands so.

9. NO GUARANTEE OF SUPPLY

Ben Lomond Water does not guarantee that there shall be a supply of water available to the Customer and does not guarantee any quantity of supply. Ben Lomond Water shall not be liable for any interruption to the supply of water to the Water Delivery Point incurred for any reason whatsoever including but not limited to interruptions occasioned by essential maintenance and modifications to the water supply system. Except in cases of emergency, Ben Lomond Water shall give the Customer reasonable notice of any such interruption to water supply. No compensation shall be payable by Ben Lomond Water for such an interruption to supply.

10. NO PUMPING OF WATER

The Customer shall not pump water from Ben Lomond Waters Mains. Any and all water taken by the Customer must be taken by means of gravitational feeding from Ben Lomond Water's water supply system.

11. POTABLE WATER

Subject to clause 9 of this Agreement, Ben Lomond Water undertakes that any water supplied at the Water Delivery Point shall be of a potable water standard, unless the customer is notified otherwise. Notwithstanding the provisions of this clause, the Customer acknowledges that chlorine present in the treated water may react with common rainwater tank contaminants to cause unusual tastes and/or odour to be present in the water and the Customer shall advise its customer of this possibility.

12. CUSTOMER TO MAINTAIN POTABLE WATER STANDARDS

The Customer shall be responsible for maintaining the potable water standard for any water sold by the Customer as potable water. The water carrier shall possess a letter of approval issued by Council EHO pursuant to the Public Health Act Water Quality Guideline for each vehicle so used

13. TERMINATION OF AGREEMENT BY BEN LOMOND WATER

13.1 Ben Lomond Water has the right to terminate this Agreement in the event of any of the following events:

- (a) If payment of the amount invoiced to the Customer is not made within thirty (30) days from the date of issue of that invoice.
- (b) If the Customer or an employee, agent or sub-contractor or any person claiming to be authorised by the customer damages Ben Lomond Water's water supply facilities at the water filling point or pumps water from the water filling point.
- (c) If the Customer attempts to gain access to water without maintaining proper log books and records of usage
- (d) If the Customer does not maintain a Certificate of Health and all other licences and permits required at law for the vehicles being used to sell potable water to third parties.
- (e) If the Customer has failed to maintain hygienic conditions for the transport of potable water purchased from the Ben Lomond Water for supply as potable water to third parties, as may be advised to Ben Lomond Water by respective local Council.
- (f) If the Customer becomes insolvent or Ben Lomond Water has reasonable cause to believe that the Customer will default on payment of amounts currently owing.
- (g) If Ben Lomond Water otherwise determines to cease the availability or otherwise alter the supply of water by these means.
- (h) In the event of termination of this Agreement Ben Lomond Water shall not be liable for any loss suffered by the Customer or any third party.

13.2 Notice of termination of the Agreement by Ben Lomond Water shall be deemed to be served when written notice of Ben Lomond Water intention to terminate this Agreement is either handed to the Customer in person or two (2) days after posting with Australia Post to the address of the Customer as stipulated above, whichever occurs first.

14. TERMINATION OF AGREEMENT BY CUSTOMER

The Customer may give notice of intention to terminate this Agreement at any time. The termination shall not be effective until:

- a. all moneys owing to Ben Lomond Water have been paid; and
- b. all damages payable by the Customer under this Agreement have been paid.