

**Gippsland
Water**

**Metered Hydrant Agreement
Terms and Conditions
2018 - 2023**

TERMS AND CONDITIONS OF PROVISION OF A PORTABLE METERED HYDRANT TO TAKE WATER FROM GIPPSLAND WATER'S WATER MAINS

GENERAL

1. This Agreement is for a period from the date of collection of the Hydrant to 30 June 2023. At the end of the Agreement period the Hydrant shall be returned and the account finalised. A new application can be made after the cessation of the Agreement.
2. The terms and conditions of this Agreement may be varied at any time following reasonable written notice to the Customer, given to the Nominated Responsible Person or communicated to the Customer's address, fax number or email address provided to Gippsland Water by the Customer from time to time or as requested.

DEFINITIONS AND INTERPRETATION

DEFINITIONS

3. "Customer" means the person (including a body, whether or not incorporated, partnership or trust) to which this application applies.
4. "Gippsland Water" means Central Gippsland Region Water Corporation established under the *Water Act 1989*.
5. "Hydrant" means a portable metered hydrant (including a portable meter) hired to the Customer by Gippsland Water.
6. "Main or Mains" has the same meaning as water main as defined in the *Water (Estimation, Supply and Sewerage) Regulations 2014*.
7. "Nominated Responsible Person" means the person nominated by the Customer as the Responsible Person in the application form or by written notice to Gippsland Water.
8. "Point of Supply" means the designated point or points notified by Gippsland Water to the Customer from time to time as constituting the point the Customer can access the Gippsland Water Main.

INTERPRETATION

9. 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 or Regulation includes any amending or substituting instrument, and any subordinate legislation or statutory instrument under it.
10. If this Agreement provides for Gippsland Water to determine a matter, Gippsland Water may determine that matter in its absolute discretion from time to time.
11. A reference in this Agreement to Gippsland Water Metered Hydrant Terms and Conditions is a reference to these conditions as varied or renamed from time to time.

ACCESS TO HYDRANT AND WATER

12. Gippsland Water consents to the Customer accessing water from a Point of Supply using the Hydrant.
13. The Hydrant remains the property of Gippsland Water at all times.
14. The Hydrant is for temporary short term connection to Gippsland Water's Mains only. The Hydrant shall not be used to supply drinking water to a property or for connection to provide a temporary service.
15. Ownership in relation to the water shall pass to the Customer, at the Point of Supply when the water is transferred to the Customer through the Hydrant, regardless of whether payment has yet been made for the particular quantity supplied.
16. Gippsland Water does not guarantee the quality of the water once the water leaves the Point of Supply.

FEES AND CHARGES

17. The Customer must pay a security deposit determined by Gippsland Water prior to the issue of the Hydrant. Gippsland Water may apply the security deposit to offset any liability of the Customer to Gippsland Water in respect of the hire of the Hydrant or the supply of water. To the extent that it is not so applied, Gippsland 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.
18. The Customer must pay Gippsland Water the following fees and charges in respect to the hire of a Hydrant:
 - a) An annual fee payable in advance in respect to each year, or part of a year, during which the Customer hires the Hydrant; and any other fee applicable to the hire or repair of the Hydrant;
 - b) Water volume consumption charge based on the monthly meter reading submitted by the Customer. The charge determined by the value of the quantity extracted multiplied by the water volume consumption fee;
 - c) Cost of repair or replacement of the Hydrant should it be damaged.
19. The fees and charges have been approved by the Essential Services Commission. Refer to Attachment 1.
20. All fees and charges will be reviewed by Gippsland Water on an annual basis. Any adjustments to fees and charges will be communicated to all Customers once they are approved. Fees and charges shall be fixed each year for the period 1 July to 30 June. A list of current fees and charges will be provided upon request or can be found on the Gippsland Water website. Refer to Attachment 1 for current fees and charges.
21. Gippsland Water will issue invoices. The Customer will pay Gippsland Water the value of the invoice within 30 days of the issue of the invoice. Failure to pay invoices will initiate debt recovery processes but will also be considered a breach of this agreement.

AUTHORISED USE

22. 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.
23. The Customer must ensure that the Hydrant is only used by the Customer or an employee of the Customer.
24. 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 Mains.
25. 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.
26. The Customer will be liable for any fees, charges or penalties imposed by Gippsland Water regardless of whether the Customer is contracted, sub-contracted, employed or engaged by a third party.
27. 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 Gippsland Water's area of operation for a period of time greater than 12 months.
28. The taking and use of water by means of the Hydrant is subject to water use restrictions imposed by Gippsland Water from time to time. Customers must comply with all such restrictions in force at the time the water is taken through the Hydrant.
29. The Customer is required to use the Hydrant supplied by Gippsland Water only. Use of un-metered hydrants or a hydrant not supplied by Gippsland Water is an offence under the *Water Act 1989* and will be viewed as a breach of this Agreement and will result in an immediate termination of this Agreement.
30. The Water Carter is responsible for compliance with the requirements of the *Food Act 1984*. Reference should be made to the requirements of private drinking water carters operating in Victoria on the Vic Health website (<https://www2.health.vic.gov.au/public-health/food-safety/food-businesses/starting-a-food-business/food-trucks-vans-and-market-stalls/private-drinking-water-carters>). Evidence of compliance must be available upon request.

POINT OF SUPPLY

31. The Customer must only attach a Hydrant to the Main at an agreed Point of Supply. Gippsland Water may direct the Customer regarding the Point 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 Gippsland Water regarding the use of the Point of Supply.
32. When a Hydrant is intended to be connected to the Mains the Customer must contact Gippsland Water prior to taking water to confirm the Point of Supply and will comply with any directions given by Gippsland Water and will also provide to Gippsland Water particulars as requested such as:

- a) Customer's name (Person or Company);
- b) Log Book Reference number;
- c) Location water is being taken from (Town/Point of Supply);
- d) Expected number of loads;
- e) Volume of water per load (litres);
- f) Location of delivery;
- g) Purpose for water (domestic/stock/roadworks).

Gippsland Water may request an explanation as to the intended use of the water. Gippsland Water reserves the right to deny access if it is deemed the use of the water is inappropriate and/or not consistent with current water restrictions.

Contact numbers are as follows:

<u>Weekdays:</u>		<u>Weekends and Public Holidays:</u>	
8am to 6 pm	(03) 5177 4826	8am to 8pm	1800 057 057
6pm to 8am	1800 057 057		

- 33. The Customer may only draw water from a Point of Supply and from no other point. Customers found using non-designated points particularly fire service facilities, may have the Agreement terminated and lose their right to obtain water from any Gippsland Water Mains.
- 34. Gippsland Water may, in accordance with the *Water Act 1989*, impose water restrictions on any of its water supply systems due to: a shortage of water; another unavoidable cause; or repairs. To ensure continuity of supply, Customers may be required to cease extraction of water from any of the Mains at any time, as instructed by Gippsland Water. Hydrants may also be required to be returned to Gippsland Water and security deposits refunded to the Customer during the restriction period.
- 35. The Customer shall ensure that the Hydrant is operated appropriately at all times, and will undertake to do all things necessary to ensure that there is no wastage of water when operating the Hydrant.
- 36. It is the Customer's responsibility to ensure any mess, spillage or damage as a result of using the Hydrant is appropriately reported and actioned with the site left in a safe condition prior to the Customer leaving.
- 37. If at any time the Customer becomes aware of an incident which may involve a contamination of the water supply, the Customer must immediately contact Gippsland Water (Manager Field Services) on 1800 057 057.
- 38. Gippsland Water reserves the right to pass on the Customer's contact information to the Department of Environment, Land, Water and Planning during times of emergency.

CARE OF HYDRANT

39. The Customer must:
- a) Attend any instructional courses in the operation of the Hydrant deemed necessary by Gippsland Water; and
 - b) Comply with Gippsland Water's instructions about the care and use of the Hydrant as issued by Gippsland Water from time to time; and
 - c) Ensure that any person operating a Hydrant is aware of those instructions and is properly trained and competent to use the Hydrant.
40. The Customer must immediately notify Gippsland Water if a Hydrant is damaged or if the meter ceases to function properly or becomes unreadable.
41. If a Hydrant is stolen, the Customer must immediately:
- a) Report the theft to the Victoria Police; and
 - b) Advise Gippsland Water in writing of the theft and the police report file number.
42. If a Hydrant is lost, the Customer must immediately advise Gippsland Water in writing and provide details of where and when the meter was last used.
43. The Customer must not tamper with, repair, change, and paint, alter or modify a Hydrant in any way.
44. 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 Gippsland Water for carrying out the repairs.

INSPECTION OF HYDRANT AND DETERMINATION OF VOLUME OF SUPPLY

45. Gippsland Water will issue the Customer with a log book to record the water consumption of each load taken from Gippsland Water's Mains. The Customer must record all water extracted from Gippsland Water's Mains in the log book provided. Refer to Attachments 3 and 4 for assistance in completing the log book and reading the meter.
46. The Customer must:
- a) By the 15th day of every month provide Gippsland Water with the **previous month log book entries** (this can be supported by a photograph of the meter taken on the 15th day; and
 - b) On the termination of the hire of a meter provide Gippsland Water with the previous month log book entries together with the final meter reading (including unchanged entries).
47. Failure to provide log book entries will initiate a reminder letter. After one reminder letter Gippsland Water will set an estimated water use pursuant to clause 52 if log book entries are not provided. Three reminder letters will be viewed as a breach of the Agreement.

48. The Customer must on the termination of the Agreement or at any other time on request by Gippsland Water present the Hydrant at a location nominated by Gippsland Water for Gippsland Water's inspection. Failure to present a Hydrant will be a breach of this Agreement.
49. Gippsland Water may inspect or audit the Hydrant and Tanker at any time. The audit will check log book records, evidence of compliance with the transport of drinking water, meter damage, maintenance requirements, meter calibration and other compliance requirements associated with this Agreement.
50. In order to facilitate the audit the Customer may be required to attend Gippsland Water's head office at 55 Hazelwood Road, Traralgon with the Hydrants and associated plant and equipment including the Tanker.
51. The volume of water supplied to the Customer during a period will be estimated by Gippsland Water if:
 - a) For whatever reason the Customer fails to provide a meter reading as required under clause 46;
 - b) The meter is broken or unreadable; or
 - c) For any other reason Gippsland Water does not consider that the meter reasonably reflects the volume of water supplied to the Customer.
52. 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 Gippsland Water hydrants will be used.

PAYMENT FOR WATER

53. The Customer must pay by the due date of each account for water at the rate determined by the Essential Services Commission in respect of the volume of water determined in accordance with the meter reading or determined in accordance with clause 52.

PENALTIES/TERMINATION OF AGREEMENT

54. The Customer may terminate the agreement, by returning the Hydrant to Gippsland Water and paying all charges due under the agreement.
55. It is an offence under the *Water Act 1989* to interfere with any Hydrant owned by Gippsland Water and penalties apply. Failure to comply with the Agreement will be viewed as a breach and could result in termination. Gippsland Water may terminate this Agreement with immediate effect, if in the opinion of Gippsland Water, the Customer has failed to abide by the terms of this Agreement or the *Water Act 1989* or directions imposed by Gippsland Water.
56. Gippsland Water may without cause on three months' notice to a Customer terminate an Agreement and the Customer must return the Hydrant.
57. Gippsland Water may terminate this Agreement with immediate effect due to a shortage of water or another unavoidable cause, or due to repairs to its water supply systems or due to a breach of this Agreement, and the Customer must return the Hydrant.

58. Before Gippsland Water may exercise a right of termination for breach of the Agreement, Gippsland Water must give the Customer a written notice setting out the grounds for the proposed termination and state that the Customer has five business days to show cause as to why Gippsland Water should not terminate the Agreement (“the Notice”).
59. If the Customer does not respond to the Notice Gippsland Water shall be immediately entitled to terminate the Agreement and confiscate the Hydrant.
60. If the Water Carter responds to the Notice Gippsland Water must consider the response and provide its determination. Gippsland Water can determine to proceed with the Agreement on such further terms as it requires or terminate the Agreement. If Gippsland Water determines to terminate the Agreement Gippsland Water shall be immediately entitled to terminate the Agreement and confiscate the Hydrant.
61. Any dispute between the Customer and Gippsland Water will be mediated by a mediator. The mediator will be an independent agency agreed between the parties. A party may not commence proceedings relating to the dispute in any court or tribunal unless it has complied with this clause.
62. Reissue of the Hydrant following termination for a breach of the Agreement or the *Water Act 1989* will be at Gippsland Water’s discretion.
63. Following removal or return 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. Gippsland Water reserves the right to recover outstanding fees, charges or damages from the security deposit.

RETURN OF HYDRANT

64. The Customer must return the Hydrant to a location nominated by Gippsland Water immediately if:
 - a) The Customer ceases to trade; or
 - b) The Customer changes its trading name; or
 - c) The Customer becomes insolvent; or
 - d) The Hydrant is no longer required.
65. This Agreement cannot be transferred by the Customer to any other person or entity during the term of the Agreement. In the case of a sale of the Customer’s business it shall be the responsibility of the new owner to apply to Gippsland Water for a new agreement.

WATER TANKERS

66. The Customer may only use the Tankers nominated in the Application. The Tankers must be suitable for the purpose of transporting drinking water and must not be used for any other purpose.
67. The Customers shall be responsible for the maintenance of the Tankers to a condition suitable for the transport and delivery of drinking water pursuant to the “Guidelines for drinking (potable) water transport in Victoria”, developed by the Department of Human Services.

68. The Customer shall ensure all Tankers and equipment comply with all regulations and laws set by the relevant regulatory agencies at all times. This extends to all trailers and mobile plant that may be towed or attached to the Tanker. Gippsland Water reserves the right to refer persons expressing interest in water transportation to VicRoads and/or an accredited member of the Vehicle Assessment Signatory Scheme, for an independent assessment of the vehicle's ability and suitability to safely transport water. Any of the costs associated with vehicle assessments will be at the expense of the Customer.
69. The Tanker must be made available for compliance inspection at any time and place on request by Gippsland Water.
70. The Customer must comply with Standards Australia Code AS/NZS 3500 for plumbing and drainage as amended from time to time, in particular provision of:
- a) A physical air gap for backflow prevention (refer to Attachment 2); or
 - b) A mechanical backflow prevention device (refer to Attachment 2).
71. Audits of Tankers can be requested by contacting Gippsland Water.
72. The Customer shall provide Gippsland Water with details of any quality testing or compliance documentation relating to the transport of water as directed by Gippsland Water.

OCCUPATIONAL HEALTH AND SAFETY

73. It is the Customer's responsibility to become familiar with the provision of the current Occupational Health and Safety legislation, and Codes of Practice. Compliance with the legislation and adherence to work practices in accordance with the relevant Codes is the duty of the Customer.

RELEASE, INDEMNITY AND INSURANCE

74. The Customer releases Gippsland Water from, and indemnifies Gippsland Water against, any loss, cost or liability arising in tort (including negligence), contract or otherwise, out of or in relation to:
- a) Gippsland 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 Gippsland Water to the Customer;
 - d) Any breach of obligations under this Agreement;
 - e) Damage (accidental or otherwise) caused to the Mains, Point of Supply or other property;
 - f) Disruption to the water infrastructure by use of the Hydrant
 - g) Decreased water quality;
 - h) Business loss and or consequential losses;
 - i) Any disruption to water supply the Customer may cause;

- j) Any claims persons concerning property damage, injury or death resulting from any act or omission on the part of the Customer;
- k) Any other claims which may arise out of the grant of this application including, without limitation, if the loss, cost or liability arises out of property damage or personal injury (including death).

75. 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 for 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 Gippsland Water promptly provide Gippsland Water with proof of its compliance with its obligations under this clause.

ENTIRE AGREEMENT AND VARIATION

76. This agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the Customer and Gippsland Water with respect to the subject matter of this Agreement.

77. No agreement or understanding varying or extending this Agreement shall be legally binding upon either party unless in writing and signed by the Customer and accepted by Gippsland Water.

SEVERANCE

78. Each provision of the Agreement, and each part thereof shall, unless the context requires otherwise, be read and construed as a separate or severable provision, or as a separate and severable part thereof, so that if any provision or part thereof is void or otherwise unenforceable for any reason then that provision, or part thereof, as the case may be, shall be severed and the remainder shall be read and construed as if the severable provision or part thereof, had never existed.

TRANSFER

79. The Customer must not transfer its rights under this Agreement without Gippsland Water's written consent.

WAIVER

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

81. 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.

82. The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single or partial exercise of a power or right preclude any other or further exercise of that or any other power or right.

83. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

CONFIDENTIALITY

84. The Customer shall not disclose or permit the disclosure of any information relating to this Agreement except:

- a) Where otherwise permitted under this Agreement;
- b) Where the information disclosed is already in the public domain other than due to a breach of this Agreement; or
- c) Where the disclosure is required by law.

85. Clause 84 shall survive the termination of this Agreement.

CONSTRUCTION OF THIS AGREEMENT

86. This Agreement is governed by and is to be construed in accordance with the laws of Victoria and is legally binding on the Customer and Gippsland Water.

87. The Customer acknowledges that they have read these conditions and having signed the Application indicates an acceptance and proof of their understanding of the conditions and obligations.

APPLICATION PROCESS

88. To become a Customer under the metered hydrant program, the following process must be followed:

- a) Gippsland Water contacted by Customer, requesting to join metered hydrant program.
- b) Gippsland Water provides an Application Form with the Terms and Conditions.
- c) Applicant submits the completed and executed Application Form to Gippsland Water for consideration.
- d) Upon approval of Application Form the Customer must then:
 - i. Pay a security deposit for the Hydrant;
 - ii. Pay the required annual fee.
- e) When security deposit and annual fee have been received Gippsland Water will issue the Customer:
 - i. A 65mm Hydrant;
 - ii. A log book for recording each load of water drawn from Gippsland Water's Mains.

89. Continued subscription to the program is contingent on the required annual fee being paid in full each year and compliance with the Agreement.

ATTACHMENT 1 – SUMMARY OF FEES AND CHARGES

Fees and charges for domestic water use have been approved by the Essential Services Commission (ESC) for a five (5) year period (2018-2023) as part of the ESC's 2018 Water Price Review.

The fees and tariffs for the following financial year will be approved by the ESC during the fourth quarter (April to June) each year.

Any annual adjustments to fees and charges will be communicated to Customers once they are approved by the ESC.

2018/ 2019 Annual Fee	\$139.77 per year
Water Volume Consumption Rate	\$4.6124 per kL
Security Deposit (refundable)	\$500.00 per metered hydrant
Damage/Loss of Hydrant	\$ at cost

Pro Rata Annual Fee

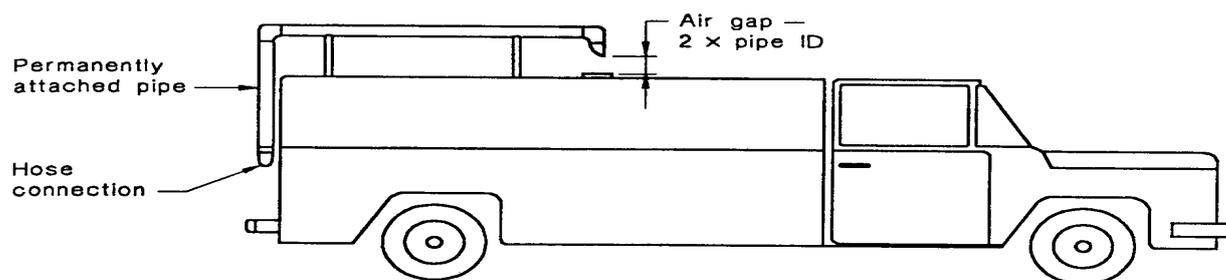
For new Agreements that only cover part of the financial year, the annual fee will be charged pro rata to coincide with the period ending 30th June.

The table below outlines what percentage of the annual fee will be charged for each month.

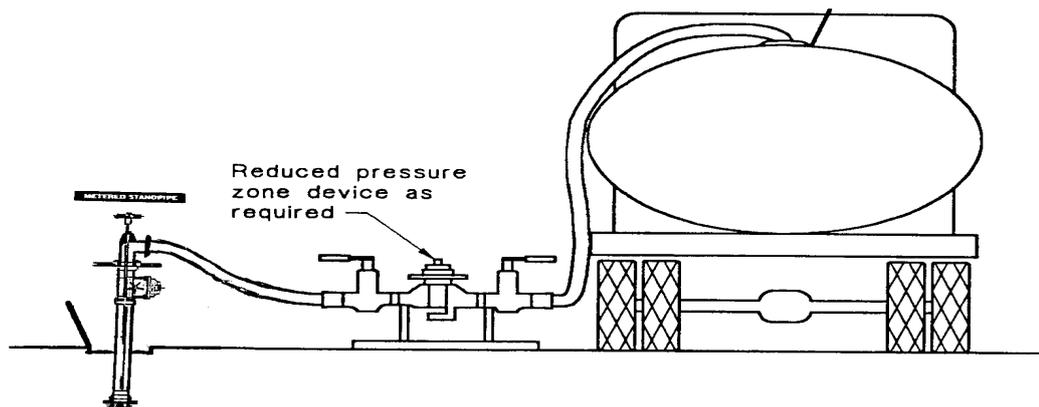
Month of Joining	% of Annual Fee
July	100%
August	91.7%
September	83.3%
October	75.0%
November	66.7%
December	58.3%
January	50.0%
February	41.7%
March	33.3%
April	25.0%
May	16.7%
June	8.3%

Table 1: Annual Fee Monthly Charges

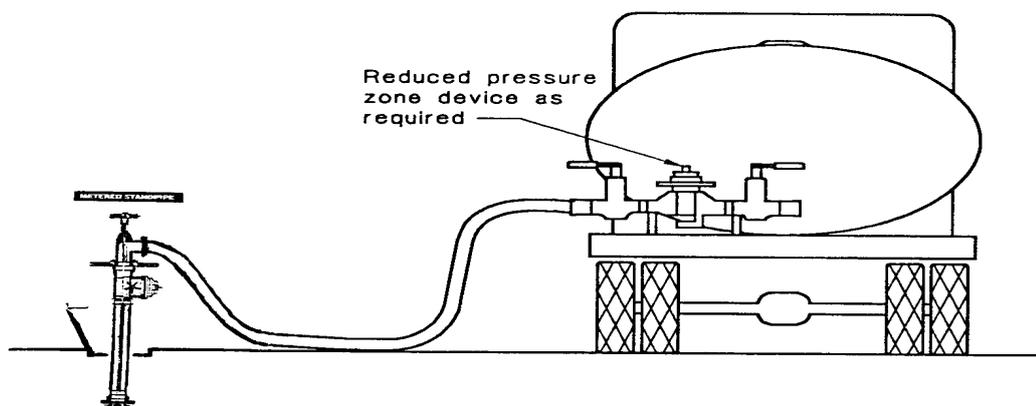
ATTACHMENT 2 – BACKFLOW PREVENTION REQUIREMENTS



(a) With air gap



(b) With portable assembly



(c) With truck mounted assembly

Figure 1: Backflow Prevention Diagram

- Building Act 1993
- PLUMBING REGULATIONS 2008
- AS/NZS 3500.1: 2003

ATTACHMENT 3 – EXAMPLE METERED HYDRANT LOG BOOK



**WATER CARTAGE CONTRACTORS
65mm METERED HYDRANT PROGRAM**

WHITE: Office Copy
BLUE: Book Copy

LOG BOOK SHEET

17004

NAME OF CONTRACTOR: ABC WATER CARTING

METERED HYDRANT No.: 100 METER READING CARRIED OVER: 000520 X10 kL

DESIGNATED FIREPLUG LOCATION	DATE	TIME	DELIVERY ADDRESS	METER READING	NAME OF DRIVER
EASTERN RD	10/11/09	11:10AM	5 SMITH ST TRARALGON	000522	J.SMITH

CONTRACTOR'S SIGNATURE: [Signature] DATE: 1/12/2009

S:\Technical Services\Field Contracts Group\Metered Hydrant Program\Log Book

Figure 2: Sample log Book Sheet

When filling in log book sheets please read and enter the six (6) digit numbers on the meter dial and if the meter is using "x10" scale, please circle that next to the Meter Reading Carried Over.

If the meter is not using "x10" scale, please cross out "x10" on the log book sheet.

This will enable Gippsland Water's Revenue workgroup to more accurately invoice water usage.

Refer to Attachment 4 – Reading the Meter.

ATTACHMENT 4 – READING THE METER

Each meter on a metered hydrant may use one kilolitre (1,000 litres) or 10 kilolitre (10,000 litres) meter cycle.

If a meter shows “x 10” next to the meter reading, each number that ticks over is equivalent to 10 kilolitres, or 10,000 litres.

If the meter shows no reference to ‘x 10’ then each number that ticks over is equivalent to one kilolitre, or 1,000 litres (L).

Please note that one m³ of water is also one kL of water, or 1,000 litres;

- The dial for the 65 mm hydrant shown below in Figure 3 has provision for six digits, the numbers representing tens of cubic metres (m³) or kilolitres (kL).
- From the digits in the example, the reading is 420.7 x 10 m³ (kL) or 4,207,000 litres;
- There are also three clock dials;
- One dial being black (which must be read) and two red;
- **The two red dials do not have to be read.**
- Therefore the reading required to be sent in would be 420.7 x 10 kL, or 4,207 kL;
- Provision of a photograph to verify the reading is also required.

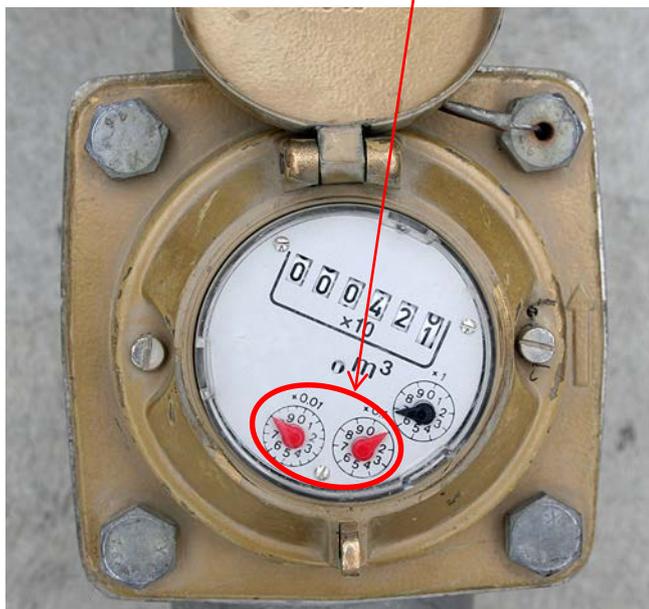


Figure 3: Metered hydrant reading dial – x 10 m³ meter

- The dial for the 65 mm hydrant shown below in Figure 2 has provision for six digits, the numbers representing cubic metres (m³) or kilolitres (kL).
- From the digits in the example, the reading is 2,436 m³ (kL) which is 2,436 kL or 2,436,000 litres;
- There are also two red clock dials;
- **These do not have to be read.**
- Therefore the reading required to be sent into Gippsland Water, would be 2,436 kL;
- Provision of a photograph to verify the reading is also required.

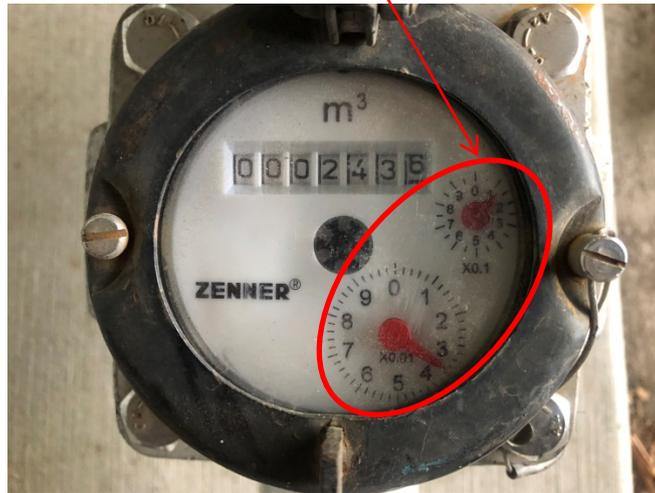


Figure 4: Metered hydrant reading dial - m³ meter