



Water trailer application form

Thank you for your interest in booking the Gippsland Water Mobile Water Trailer for your next public event.

As the Mobile Water Trailer is provided on a sponsorship basis, Gippsland Water must ensure that applicants meet the guidelines stated in our sponsorship policy. The policy can be viewed on the Gippsland Water website at www.gippswater.com.au under 'Our Community – Sponsorships and Fundraisers'.

Please also note that a **water main connection** must be available on the proposed event site.

Contact Details

Please PRINT all details clearly.

Full Name:	
Organisation:	
Postal Address:	
Australian Business Number:	
GST registration status: (please circle)	Registered for GST Not registered for GST
Phone:	
Mobile:	
Fax:	
E-mail:	

Event Details

Name of event:	
Start date:	
End date:	
Nature of the event (e.g. fun run, outdoor festival):	
Approximate number of people expected to attend:	
Target market(s) for the event:	
Goals to be satisfied by this event:	
The marketing message to be communicated:	
Number of sponsors sought for this event - please include names of all organisations approached, and place an asterisk (*) next to confirmed sponsors:	
Please clearly state how Gippsland Water's support for this event will be acknowledged:	

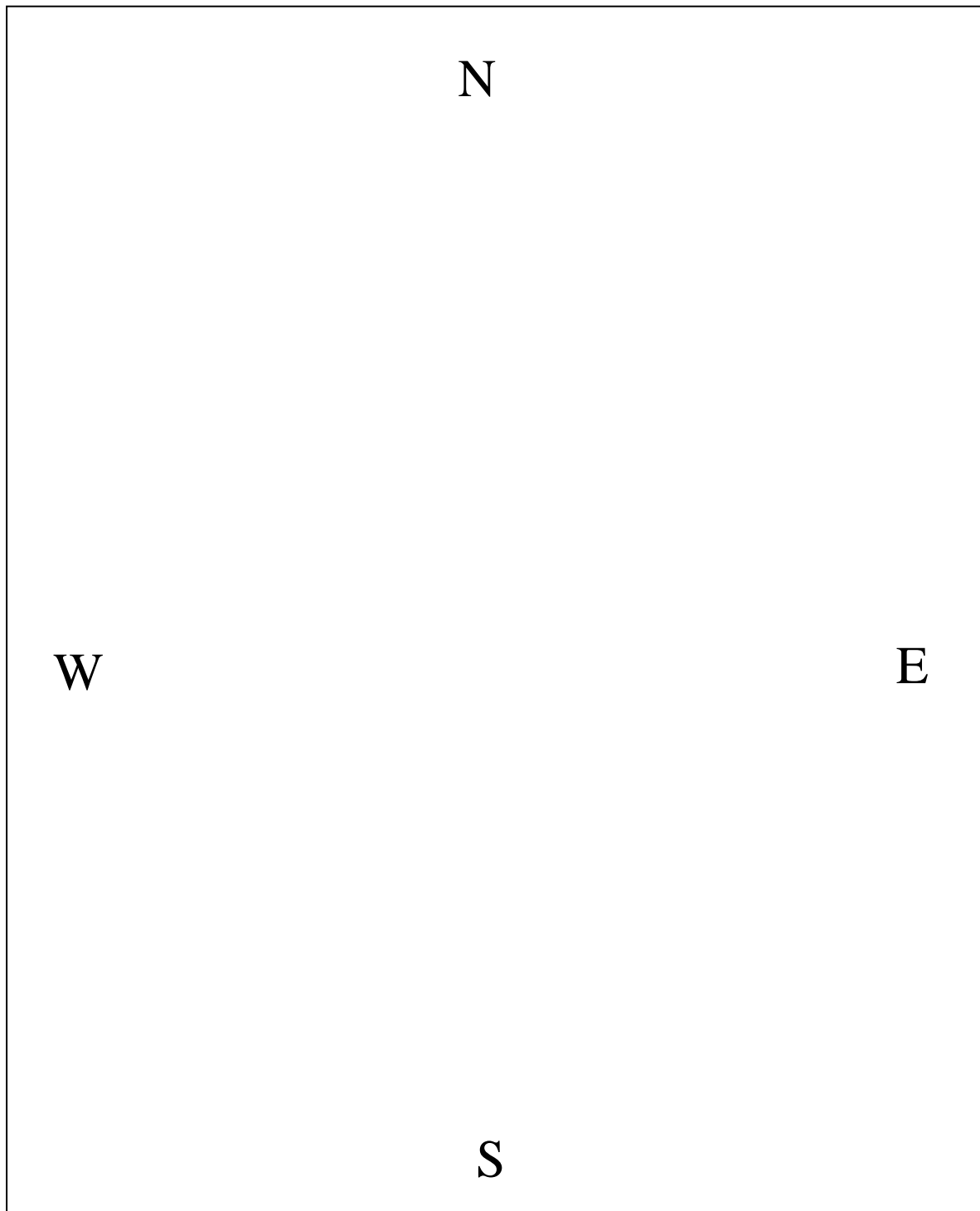
Site and Setup Details

Location/ address of event:	
Key contact during the event (please include mobile number if available):	
Preferred setup date and time: (Note -If setup is required the day before, it is up to the organiser to provide sufficient security).	
Preferred dismantle date and time:	
State location of available reticulated water (i.e. a water main) at the proposed setup site. Fountain must be adjacent to the water supply.	

Please use the space on the following page to provide a map of the proposed location for the Gippsland Water Mobile Water Trailer.

Please clearly indicate the location of:

- Where the Mobile Water Trailer will be positioned.
- The closest connection point to the water main. Wherever possible, the connection point should be under the trailer to avoid supply pipes causing a safety hazard.
- Any significant surround features (e.g. trees, buildings, paths, etc.).



Additional Details

Please use the space below to provide any further information that may help your application:

Signed:	
Name:	
Date:	

OFFICE USE ONLY

Approved:	
Name and Position:	
Date:	

Please submit your application to:

Email: **communications@gippswater.com.au**

Mail: **Gippsland Water
Communications
PO BOX 348
Traralgon VIC 3844**

TERMS OF USE OF MOBILE DRINKING FOUNTAIN ("Terms of Use")

EVENT:

VENUE:

WATER SOURCE (including connection to that source):

PERIOD OF USE:

RECITALS

- A. Gippsland Water ABN: 75 830 750 413 (the "Owner") is the owner of a mobile drinking fountain** which incorporates a mobile trailer and billboard, water troughs, taps and fountains (the "Fountain") designed to provide drinking water for use by the public at events attended by the public (the "Use").
- B. The Organiser has asked the Owner and the Owner has agreed to make the Fountain available for the Use at the Venue for the Event on the basis that water will be supplied from the Water Source set out above.
- C. The Parties have agreed on the following terms and conditions covering the Use of the Fountain under these Terms of Use

AND THE ORGANISER ACKNOWLEDGES AND AGREES THE FOLLOWING:

- 1. It is the Organiser's responsibility to arrange for any approvals, permits, licences permission, access or any other arrangement required to:
 - (a) bring the Fountain onto and allow the Fountain to remain at the Venue for the Use; and
 - (b) connect the Fountain to the Water Source.
- 2. Without limiting clause 1, where the Fountain is to be connected to a water main or other asset of the Owner, the Organiser shall seek the Owner's approval for that connection. Where for example, the connection is to a water main or other asset of another water authority, the Organiser shall seek the consent of the appropriate authority.
- 3. The Organiser must ensure that the Owner has convenient access and all necessary permission to deliver the Fountain to the Venue, connect the Fountain to the Water Source, disconnect the Fountain from the Water Source at the conclusion of the Event and remove the Fountain from the Venue at the conclusion of the Event.
- 4.
 - (a) The Owner shall not charge the Organiser for water supplied to the Fountain from a water main or other asset of the Owner however, the Organiser acknowledges that it may be charged by third parties for water supplied from another source.
 - (b) The Organiser is responsible for all fees and charges incurred with respect to any approvals, licences or permits and with respect to the supply, use and any drainage of water supplied from the Water Source.
- 5. Subject to this clause, the Owner is not responsible for the supply, continuity of supply, quality or flow rate of water supplied from any Water Source other than a water main or other asset of the Owner. Where water is supplied from a water main or other asset of the Owner, the Owner shall meet the standards for water quality contained in clause 4.4.1 of the Implied Customer Contract under section 19 of the Water Industry Act, but does not guarantee continuity of supply or flow rate. Where the Fountain is connected directly into a water main or other asset of the Owner, the

standard for water quality is guaranteed to the outlet of the taps and fountains of the Fountain. Where the Fountain is connected to the water main or other asset of a person other than the Owner which in turn is connected to the water main or other asset of the Owner, the standard for water quality is guaranteed to the outlet of the water main or other asset of the Owner just before connection to the other asset. The obligations of the Owner in this clause are subject to compliance by the Organiser with clauses 6, 7 and 8.

6. The Organiser shall ensure that water supplied from the Water Source, other than the mains water supply of the Owner, complies with the World Health Organisation Guidelines (1984) and shall provide evidence of compliance to the Owner upon request. Where the water is supplied from the Owner's water main or other asset, but an asset of a person other than the Owner connects the Fountain to the water main or other asset of the Owner, then the Organiser shall ensure that the intervening asset does not detract from the quality of the water as at the outlet of the water main or other asset of the Owner as supplied by the Fountain.
7. The Organiser must only use the Fountain for the Use and must not connect, disconnect or move the Fountain without the express permission of the Owner.
8. The Organiser is wholly responsible for the safety and security of the Fountain while at the Venue, or while it is in the care, custody or control of the Organiser, and must ensure that the Fountain is not contaminated, defaced, damaged or destroyed in any way, (fair wear and tear excepted).
9. The Organiser indemnifies the Owner on a continuing basis against all loss and damage to (including contamination of), the Fountain (fair wear and tear excepted), which occurs during the time the Fountain is situated at the Venue, or while it is in the care, custody or control of the Organiser, including partial or total loss occasioned through theft, fire, vandalism, wilful damage or negligent use of any kind, or resulting from any negligent act or omission. This clause survives expiry or termination of these Terms of Use.
10. The Organiser indemnifies the Owner on a continuing basis against all liability, claims, proceedings, loss, damage, charges, expenses and costs of every description which arise from the breach of these Terms of Use by the Organiser or its employees, agents, contractors or sub-contractors or the negligence of the Organiser or its employees, agents, contractors or sub-contractors. This clause survives expiry or termination of these Terms Of Use.
11. The Organiser shall maintain for the period of use, a public liability insurance policy, with a limit of not less than [\$10,000,000] for any one occurrence and a deductible of no more than [\$5,000] for any one occurrence. The insurance policy shall cover loss, damage and destruction to any property and personal injury to and death and illness of any person, howsoever caused. The insurance policy shall also note these Terms of Use on the policy. The insurance policy shall be with an insurer and in terms approved by the Owner, which consent shall not be unreasonably withheld. The Organiser shall provide proof of the insurance policy to the Owner on request.

** Registered design no. 147633.

EXECUTED by the parties as an agreement: _____
Signature of the authorised person: _____
Office held: _____
Name of the authorised person: _____
Date: _____

ACCEPTED by Gippsland Water:
Signature of the authorised person: _____
Office held: _____
Name of the authorised person: _____
Date: _____