



Approval for supply of drinking water through a MHS, automated filling station or other equipment



July 2018

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Commencement date of this approval is made on 1st July 2018

It is agreed:

- a) The Service Provider owns and operates the drinking water filling points and may grant approval to connect a City of Gold Coast (City) owned and approved MHS, allow access to an automated filling station or other equipment to its infrastructure under the *Water Supply (Safety and Reliability) Act 2008, Division 6, Part 7, Section 191*, i.e.: Connecting to or Disconnecting from Service Provider's infrastructure without approval. 'A person must not, without the written consent of a Service Provider, connect to, or disconnect from, the Service Provider's infrastructure. Maximum penalty – 1000 penalty points.'
- b) The water treatment facility produces the drinking water.
- c) The drinking water is supplied through a City owned and approved MHS, automated filling station or other equipment for various business uses by approved customers. The customer has offered to purchase from the Service Provider, drinking water accessed through the Service Provider's infrastructure for supply to their customers for various business uses.
- d) A customer must have a City credit account with a current business partner number prior to submitting an application.
- e) On receipt of the customer's application on the prescribed form, the Service Provider may approve or deny their application to supply the customer with drinking water.
- f) The Service Provider has certain obligations with respect to public health and safety and compliance with water restrictions.
- g) Terms and Conditions to this approval may change at any time at the sole discretion of the City.

1. Supply of drinking water

1.1 Delivery of drinking water

The Service Provider shall deliver drinking water from the water treatment facility to the approved delivery points to enable the customer to extract the drinking water through a MHS, automated filling station or other equipment.

1.2 Access of supply

- a) Subject to the terms of this approval, the Service Provider will use reasonable endeavours to ensure that drinking water is available for collection at the delivery points.
- b) The Service Provider acknowledges that drinking water available to the customer at the delivery points may be influenced by, and may at times be interrupted by, variable factors including (but not limited to):
 - fluctuations in the number of customers drawing drinking water from the respective drinking water access points
 - changes in legislative provisions

- the occurrence of any accident, strike, civil commotion, natural disaster or other such incident beyond the control of the Service Provider
- the capacity of the respective drinking water reticulation systems
- the failure of any plant or equipment
- the locations or any interference with a property
- any workplace and safety hazard concerns
- any inappropriate use of drinking water, in terms of Service Provider water restrictions by any person
- maintenance or repairs to the drinking water reticulation system or approved filling station site.

1.3 Quality of supply

- a) The Service Provider acknowledges that the drinking water is suitable for general human or animal contact, including drinking, swimming and washing.
- b) The Service Provider acknowledges that the quality standards applicable to the drinking water have been provided under the City's Drinking Water Quality Management Plan.
- c) The Service Provider acknowledges that it is not liable for any change in the quality of the drinking water if it fails to comply with the quality standards as a result of the transportation, storage, treatment or use of the drinking water that may occur after it is collected by the customer.
- d) The Service Provider will use reasonable endeavours to notify approved customers of any quality issues which may arise and disrupt availability.

1.4 Compliance monitoring

- a) The customer acknowledges that the Service Provider will at any time undertake, or coordinate the undertaking of compliance monitoring.
- b) Compliance monitoring will assess the customer's compliance with the terms of this approval, or with any relevant legislative provisions or guidelines as prepared by the Service Provider.
- c) The customer must provide information pertaining to this approval upon request.
- d) The taking away of drinking water by a customer in breach of the terms and conditions of this approval or in contravention of a notice issued in relation to such breach or otherwise shall constitute an offence under the provisions of the *Water Supply (Safety and Reliability) Act 2008*. In such cases, the City may initiate court proceedings against the company or individual or issue an infringement notice(s).

2. Responsibility for drinking water

2.1 Responsibility

Regardless of whether the customer has paid the drinking water fee to the Service Provider, the customer agrees that responsibility for the drinking water will pass to the customer at the point of collection.

3. Drinking water customer responsibilities

3.1 Supply to customers

- a) The customer acknowledges that they shall only supply drinking water to their customers for human consumption if they are an approved carrier under the *Food Act 2006*.
- b) The customer acknowledges that they shall only supply drinking water to their customers through the use of a service provider's owned and approved MHS, automated filling station or other equipment.
- c) The customer shall only supply drinking water that is to be used by their customers as stated on

their application and under any imposed water restrictions as permitted and under *City Plan Version 4, Schedule 6 – City Plan Policies, SC6.9.2.2 Construction Standards*.

- d) A customer may apply in writing for a variance in the approval for supply of drinking water through a MHS, automated filling station or other equipment if the use intended may breach a restriction or Council policy.
- e) It is the customer's responsibility to ensure that any person or employee who uses a Service Provider's MHS, automated filling station or other equipment is aware of the approved conditions of its use.
- f) The customer shall forward any issues regarding the operation of the MHS, automated filling station or other equipment, accounts or general enquiries in writing or by electronic means.
- g) The customer agrees to undertake training for themselves or staff members by an approved trainer in the use of a MHS, automated filling station or other equipment.

3.2 Drinking water access points

- a) **Domestic water carriers** must only access drinking water from the Service Provider's approved drinking water filling stations referred to in Schedule 2.
- b) **General water carriers** or any customer with a vessel requiring a backflow certification should **NOT** (unless they obtain written approval from the Service Provider) use any approved drinking water filling stations referred to in Schedule 2. Customers can access drinking water from the service provider's roadside access points (fire hydrants) that are **NOT located within residential areas** and in doing so must not restrict access to any property at any time when collecting drinking water.
- c) **All water carriers** must provide a safe working environment for any traffic, not interfere with or impede with any residential property and provide adequate provisions to ensure public safety.
- d) **Non water carriers** sourcing drinking water directly from the Service Provider's infrastructure drinking water access points must provide a safe working environment for any traffic, not interfere with or impede with any residential property and provide adequate provisions to ensure public safety.

3.3 Customer's vehicles

- a) The customer shall affix a current City permit sticker on the curb-side or rear of the customer's vehicles used to carry drinking water, authorising them as an approved customer.
- b) Domestic water carrier vehicles must hold a current food license and display a current City permit sticker, and must ensure the vessel not be used to convey liquid other than drinking water suitable for human consumption.
- c) Domestic water carriers must apply to use a permit only approved drinking water filling station referred to in Schedule 2 in writing, stating the period and estimated amount of water to be taken, and must have received written approval before accessing the filling point.
- d) Each drinking water vessel must be fitted with backflow prevention that meets the requirements of AS3500. Copies of current backflow certification must be provided to the Service Provider annually, within 30 days following backflow inspection or on request.
- e) A copy of the current backflow certification must be carried at all times with the approved vehicle.
- f) The water carrier must notify the Service Provider of the sale or registration change of any approved vehicle.

4. MHS, automated filling station or other equipment responsibilities

4.1 MHS, automated filling station or other equipment

- a) The Service Provider will supply, maintain and calibrate a MHS, automated filling station or other equipment for the purpose of measuring and recording the volumes of drinking water supplied to the customer. Calibration will be undertaken when deemed reasonably necessary by the service provider in accordance with the *National Measurement Act 1960*.
- b) The quantity calculated will be accepted by the parties as the amount of drinking water supplied for the relevant period measured.

- c) The MHS, automated filling station or other equipment shall be used to record all drinking water that is accessed from the reticulation system.
- d) If a MHS is issued to a customer, the City will allocate the size and style for use by the customer.
- e) MHS shall be hired out to the customer on a short term or long term basis depending on their requirements.
- f) The City reserves the right to direct the customer to use an automated filling station or other equipment in lieu of issuing a MHS.
- g) A customer issued with a water collection record log book by the Service Provider shall record and maintain all consumption and location of collection.
- h) The City may approve an application for a web based management system to be utilised in lieu of log books.
- i) The water carrier acknowledges that MHS are non-transferrable. MHS readings shall be forwarded by email or the MHS presented for inspection within a time interval as determined by the Service Provider.
- j) Customers that fail to provide a valid MHS reading by a requested date shall incur a late fee charged to their account for each MHS.
- k) Any MHS reading that is provided with no change in consumption on two consecutive reads shall be presented for inspection at a location nominated and within a time interval as determined by the Service Provider.

4.2 MHS not returned

- a) If a MHS is lost, stolen or misplaced the customer shall report the missing MHS to the Service Provider and must also report the missing MHS to their local police station with the serial number.
- b) A crime report number must be obtained and forwarded to the Service Provider before the daily hire rate can be ceased.
- c) If the customer reports the long-term MHS as lost, stolen misplaced or is not returned, the customer shall forfeit the bond for the cost of a new MHS and any associated fittings.
- a. If the customer reports the short-term MHS as lost, stolen misplaced or is not returned, the customer will be invoiced for the cost of a replacement MHS and any associated fittings.

4.3 MHS, automated filling station or other equipment damaged

- a) If any damage caused by the customer to a MHS, automated filling station or other equipment, the customer must notify the Service Provider within 48 hours.
- b) Any repairs for damages caused by the customer to the MHS, automated filling station or other equipment shall be invoiced to the customer.
- c) Any costs to repair any damage to the Service Provider's infrastructure caused through misuse while connected to the Service Provider's infrastructure shall be invoiced to the customer.
- d) Should the MHS, automated filling station or other equipment fail to register water consumption the customer must notify the Service Provider within 48 hours.
- e) Any security seals attached to the MHS that are broken or have been interfered with, the customer must notify the Service Provider within 48 hours. Failure to notify the Service Provider within this time may result in a 'show cause notice' being issued.
- f) Modifications or disassembly to the MHS are not permitted.

5. Financial arrangements

5.1 Fees and charges

- a) A fee per kilolitre used will apply for water usage.
- b) A charge rate per daily hire shall be applied.
- c) The fees and charges are available on the Service Provider's website.
- d) All invoices shall be paid in full within 14 days of invoice date.
- e) A late fee will be charged to the account if readings are not supplied.
- f) Any unpaid accounts shall be recovered under the City's debt recovery policy.
- g) If the City's debt recovery policy is enlivened, the MHS or other access device shall be surrendered to or collected by the City until all accounts are settled.

Fees and charges may be reviewed at any time.

6. Expiry of agreement

6.1 Expiry

This approval will expire on 30 June 2021, unless otherwise terminated earlier under this approval.

7. Default

7.1 Events of default

A customer will be in breach of this approval if they:

- a) fail or refuse to comply with any condition or requirement or request imposed on the customer by the *Water Supply (Safety and Reliability) Act 2008* or the *Food Act 2006*
- b) fail to inform the Service Provider of any changes within the company affecting the payment of any account
- c) sources drinking water supplied through a MHS, automated filling station or other equipment for any unapproved use
- d) fail to comply with any part of this approval
- e) fail or refuse to pay any drinking water fees or charges owing to the Service Provider by the relevant due date
- f) commit or suffer the occurrence of an act of insolvency.

7.2 Termination by the service provider

If the customer defaults any obligations under this approval the Service Provider may terminate this approval by written notice to the customer.

The customer will be subject to the *Water Supply (Safety and Reliability) Act 2008* upon the termination of this approval.

8. Indemnities and release

8.1 Customer's indemnity

The customer indemnifies the Service Provider against all loss, damages, cost or expense sustained by the Service Provider with respect to:

- a) death or personal injury
- b) property damage

- c) consequential loss
- d) financial or other loss, damage or liability; arising from the transport, supply and or application by the customer.

8.2 Limitation upon indemnity

The indemnity - the subject of Clause 8.1 - will not apply with respect to injury, damage or loss deliberately or negligently caused by the Service Provider or resulting from an act of negligence, breach of contract or breach of duty on the part of the Service Provider.

8.3 Expiry of indemnity

The indemnity in Clause 8.1 will continue to apply notwithstanding the expiry or termination of this approval.

8.4 Release

The customer releases the Service Provider from any liability for any costs, loss or damage suffered by the customer as a consequence of failure or interruption of delivery of drinking water.

9. Miscellaneous

9.1 Assignment or transfer

The customer is privy to this approval and it cannot be assigned or otherwise transferred to any other business or person.

9.2 The service provided privacy and personal information statement

The personal information provided may be used by the City for the purpose of communicating with you and providing you with related information. This personal information will not be given to any other person or agency without your permission, or as required by law.

10. Schedule one

10.1 Definitions

Legislative provisions	<p>Includes:</p> <ul style="list-style-type: none"> a. an Act of the Commonwealth Parliament or the Queensland Parliament b. subordinate legislation under any such Act, including customer service standards c. the direction or requirement of a competent authority or person under any such Act or subordinate legislation d. a licence, authorisation, consent, approval or exemption granted under any such Act or subordinate legislation.
Act of insolvency	<p>Act of insolvency means:</p> <ul style="list-style-type: none"> a) where the party is a corporation: <ul style="list-style-type: none"> • entering liquidation, voluntary or otherwise (except for the purpose of reconstruction or amalgamation) or voluntary administration or • suffering strike-off action against it by the Australian Securities

	<p>and Investments Commission and</p> <p>b) where the party is an individual:</p> <ul style="list-style-type: none"> • becoming bankrupt or • entering a composition or scheme of arrangement for the benefit of creditors and <p>c) in any case, an act or occurrence rendering the party's interest under this document liable to be taken in execution.</p>
Approval	This document and the approval it evidences as defined in the <i>Water Supply (Safety and Reliability) Act 2008</i> .
Commencement date	The date of this approval.
Customer	A company, business or person who purchases water or equipment.
Delivery point	The point of collection of the drinking water at the hydrant point location nominated by the Service Provider from time to time, which will comprise of a MHS, automated filling station or other equipment.
Service provider	City of Gold Coast (City)
Drinking water fee and charges	The amount payable by the customer calculated by multiplying the amount of drinking water taken by the customer with the amount per kilolitre, and multiplying the number of days hired by the customer per day specified in Item 5.1 (a) and (b). A late fee may be applicable 5.1 (e)
Log books	Document supplied to customers by the Service Provider to provide records of water usage, date and delivery points.
Web based management system	Real time online system which electronically captures log book data.
Drinking water	Has the meaning given in the <i>Water Supply (Safety and Reliability) Act 2008</i> .
Customer's vehicle	The vehicle or vessel used by the customer to transport drinking water from the delivery point to their customers.
Water treatment facility	The water treatment plant operated by Seqwater.
Uses	The uses or purposes for which the customer shall use the drinking water pursuant to the terms and conditions of this approval as referred to in 3.1 (b),(c) and (d).

11. Schedule Two

11.1 Approved Drinking Water Filling Stations

The City operates 11 approved domestic drinking water filling stations. They are accessed through hire of a MHS, automated filling station or other equipment from the City at the following locations:

Code	Location	Address
Northern Gold Coast		
N1	Stapylton	Angel Road, Stapylton (corner Angel Road and Penny Lane)
N2	Ormeau Hills	Tillyroern Road (adjacent to tennis court)
N3	Pimpama	Kerkin Road North, Pimpama (in front of recycled water storage)
N5	Oxenford (Proposed)	Entertainment Drive, Oxenford
N5 (T)	Upper Coomera	Ellis way (outside the Hymix Australia concrete plant) - Temporarily

N6	Upper Coomera	Tamborine Oxenford Road, Upper Coomera (past Reserve Road, adjacent to 461 Tamborine Oxenford Road)
N7	Maudsland	Maudsland Road, Maudsland (opposite Tuxedo Junction)
N8	Runaway Bay (Proposed)	Sports Drive, Runaway Bay
Southern Gold Coast		
S8	Nerang	Yarrimbah Drive, Nerang (adjacent to 81 Yarrimbah Drive)
S9	Worongary	Worongary Road, Worongary (between Eryie and Glenrowan Drive)
S10	Mudgeeraba	Springbrook Road, Mudgeeraba (pump station opposite caravan park)
S11	Mudgeeraba	Hardys Road, Mudgeeraba (opposite Glenmore Drive)
S12	Andrews	Tallebudgera Connection Road, Andrews (Scotty Logan Lane, opposite Coplics Golf Course)
Permit Only		
P1	Paradise Point	165 Paradise Parade, Paradise Point
P2	Main Beach	Commodore Drive, Surfers Paradise
P3	Burleigh	5 Sunlight Drive, Burleigh Waters
P4	Bilinga	3 Creek Street, Bilinga

Domestic water carriers must apply to use a permit only approved drinking water filling station in writing, stating the period and estimated amount of water to be taken, and must have received written approval before accessing the filling point.

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