

Application for recycled water carrier agreement form

Council of the City of Gold Coast
 ABN 84 858 548 460
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 P 1300 GOLDCOAST
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 E mail@goldcoast.qld.gov.au
 W cityofgoldcoast.com.au

1. What is your intended use of the recycled water?

- construction work dust suppression roadwork

2. Is this an application for a new approval or amendment?

- new approval **Go to question 4**
 amendment **Provide existing permit number** _____

3. Have any details changed?

- contact details **Complete question 5 and submit to City of Gold Coast**
 vehicle details **Complete question 9 and submit to City of Gold Coast**

4. Are you operating as an owner operator or a company?

- owner operator company

5. What are your contact details:

Legal name			
Trading name			
Contact name			
ABN/ACN		Fax number	
Mobile number (Manager or equivalent)			
Do you agree to the above phone number being used by the City to SMS recycled water notifications?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please be advised that by ticking the "No" box you will not be made aware of any quality and supply issues that may arise.</i>		
Email address			
Postal Address			
Suburb		Postcode	
Street address (if different)			
Suburb		Postcode	

6. What are the names of your authorised recycled water carrier drivers? Please provide their names below.

For Renewal applications please provide driver names & recycled water identification card number below:

Name	Card ID	Name	Card ID
1		9	
2		10	
3		11	
4		12	
5		13	
6		14	
7		15	
8		16	

7. Please provide copies of the following mandatory documents upon application lodgement: Applications void of requested documentation will be rejected.

- Yes Recycled Water Carrier Training Induction. Complete, print and attach copy of certificate
- Yes Current Backflow Certificates.
- Yes Current Public Liability Insurance.

Mandatory Recycled Water Carrier Training

All customers who access, cart, and administer recycled water **MUST** undertake the City's online Recycled Water Carrier Training prior to accessing the network. Please visit <https://www.onlineinduction.com/goldcoastoi/>

8. Do you have any drivers who require recycled water training?

- Yes
- No

9. Please provide details of your recycled water vessels/vehicles that you wish to register with the City of Gold Coast. New customers will not have an access device number allocated.

Registration number	Vehicle capacity	Backflow permit	Access device number	Bought	Sold

10. Please tick if you require more space for vehicles.

- Yes Print, complete and attached another copy of this form with the additional details only

11. Declaration of your intention to enter into an approval with the City of Gold Coast.

I, the applicant, declare

- a) I am authorised to make this application.
- b) All of the information supplied on this application is true and correct.
- c) I have read and understood the relevant recycled water product information sheets.
- d) I have read and understood the Recycled Water Management Plan for Water Carriers available at cityofgoldcoast.com.au/recycledwater.
- e) I have attached proof of current Public Liability Insurance to a minimum of \$10,000,000.
- f) I have attached proof of current backflow certification.
- g) I confirm all approved Recycled Water Carrier drivers have completed the City's mandatory online Recycled Water Carrier training.
- h) I have attached induction certificates for all approved Recycled Water Carrier drivers.
- i) I am aware that I must inform the City of any changes to our approved recycled water carrier drivers and will provide proof of completed recycled water carrier training prior to our drivers operating a carrier.
- j) I agree to be bound by all the terms and conditions provided with this application form.

Application number		Position	
Signature		Date	

Collection Notice

Council of the City of Gold Coast (Council) is collecting your personal information in order to provide the services requested, perform associated Council functions and services, and to update and maintain Council's customer information records. Your information is handled in accordance with the Information Privacy Act (Qld) 2009 and may only be accessed by Councillors, Council employees and authorised contractors. Unless authorised or required by law, we will not provide your personal information to any other person or agency. For further information go to <http://www.goldcoast.qld.gov.au/privacy-81.html>. Council may also use your personal information in order to contact you to provide you with information regarding Council functions and services. If you do not wish to receive such information please opt out using the unsubscribe link in the communication material sent to you.

Office use only			
Date received		Fee paid	
Received by		Receipt number	
Business partner name		Account number	
Business partner number		AMS code	

General conditions

1. The City of Gold Coast (City) agrees to supply the water carrier with recycled water from the delivery points.
2. The approval is non-transferrable and cannot be assigned.
3. By completing and submitting the application form, the water carrier has agreed to collect recycled water subject to these terms and conditions.

Supply, delivery and use of recycled water

4. While the City will use all reasonable endeavours to ensure that recycled water is available for collection at the delivery points, the water carrier acknowledges and agrees that:
 - a) the City does not warrant or represent that it will guarantee a continuous supply of recycled water in the quantity required by the water carrier; and
 - b) The quantity of recycled water available to the water carrier at the delivery points may be influenced, reduced, interrupted or discontinued as a result of factors including but not limited to, fluctuations in demand from other water carriers or customers, changes in the law, any direction or decision of a competent authority, occurrence of an event or incident beyond the control of the City (e.g. accident, natural disaster, strike), the capacity of City infrastructure, the maintenance or failure of any plant and equipment and the cessation of supply due to a breach of any law.
5. The City will use reasonable endeavours to notify the water carrier of any quality or supply issues which may arise and disrupt availability.
6. The water carrier shall only connect to City infrastructure at the delivery points.
7. Responsibility for the recycled water will pass to the water carrier at the delivery point.
8. The water carrier must ensure that a recycled water vehicle used to carry recycled water shall not be used to deliver any water product other than recycled water specified in clause 1.
9. The water carrier acknowledges that the City is not responsible for, and releases the City from all liability for, any further treatment of the recycled water that the water carrier or customer may take or effect or any change in the quality of the recycled water once collected from the delivery point.
10. In accordance with the *Workplace Health and Safety Act, 2011*, the water carrier must ensure that each workplace where recycled water is delivered receives a copy of the product information sheet applicable for the use for which the recycled water was obtained.
11. The water carrier acknowledges and agrees that recycled water may only be used for the uses outlined in the applicable product information sheet.
12. The water carrier must ensure delivered recycled water is only used as outlined in the applicable product information sheet. It is the water carrier's responsibility to report any recycled water misuse to the City. Refer to the application form for contact details.

Secured sites

13. The water carrier acknowledges it is aware that some delivery points are located in secured sites.
14. The City will provide a security card to persons approved by The City who have completed training in accordance with clauses 27 and 28 and have completed relevant application forms (available at cityofgoldcoast.com.au/recycledwater).

Vehicle requirements

15. The water carrier must ensure that recycled water drawn from the delivery point is filled into a vehicle approved by the City.
16. The water carrier must ensure that an approved vehicle must:
 - a) be registered and maintained in good working order with all necessary licenses and permits;
 - b) be fitted with an approved backflow prevention device that meets the requirements of AS3500; and
 - c) have all taps and fittings clearly identified as used for recycled water with signage indicating 'Recycled Water – Do not drink'.

17. The water carrier must ensure that the following signage (as supplied by the City) must be prominently displayed on an approved vehicle:
 - a) rear of vessel: City of Gold Coast Recycled Water Permit sticker;
 - b) sides of vessel: 'Recycled Water' sticker;
 - c) current backflow certification sticker;
 - d) 'Recycled Water – do not drink' stickers; and
 - e) any additional signage as required under law or by the City.
18. The water carrier must maintain one logbook per approved vehicle detailing the following information for each load of recycled water collected from a delivery point:
 - a) date of collection;
 - b) delivery point from which collected;
 - c) address to which recycled water was delivered;
 - d) volume delivered to each address; and e) name of the driver.
19. The logbook specified in clause 18 must be kept in the approved vehicle at all times when transporting recycled water and must be kept for twelve (12) months after the final entry.
20. The water carrier must ensure the approved vehicle complies with the Transport Operations (Road Use Management – Mass, Dimensions and Loading) Regulation 2005 (QLD) and any other State or Federal laws in relation to the loading and operation of vehicles.
21. The water carrier must notify the City of the sale or registration change of any approved vehicle. Approval by the City of an approved vehicle ceases without notice or action of the City on the sale of the approved vehicle or on any other registration change without the prior written approval of the City.

Access devices

22. Subject to clause 25, the City will provide an access device to each approved vehicle. The water carrier agrees that an access device must only be used for the approved vehicle in respect of which the access device is issued.
23. The water carrier acknowledges that access devices are non-transferrable, unless with the prior written consent of the City, and it is the responsibility of the water carrier to ensure that lost, stolen or damaged access devices are immediately reported to the City. The water carrier must cooperate in any investigation into lost, stolen or damaged access devices.
24. The water carrier acknowledges and agrees that it is responsible for all charges against the access device and all use and misuse of access devices.
25. Access to recycled water will not be granted until the application fee for each access device has been received by the City and all corresponding documentation has been provided and approved by the City.
26. Access device fees are non-refundable.

Training

27. The water carrier agrees to ensure that the water carrier and all persons engaged by or on behalf the water carrier to collect, transport or deliver recycled water undertake the City's recycled water training course and, where applicable or required by the City, a site induction. Following successful completion of the training, each attendee of the training course will be issued with an identification card which must be carried on person whilst collecting, transporting and delivering recycled water. The water carrier must, if required by the City at any time, ensure that the water carrier or any person engaged by or on behalf of the water carrier to collect, transport or deliver recycled water retakes the training course and, where applicable or required by the City, a site induction.
28. The water carrier must ensure that all employees, agents, contractors and sub-contractors have undertaken training as specified in clause 27 before taking recycled water from a delivery point or transporting or delivering recycled water.

General environmental duty

29. The water carrier must comply with its obligations under all laws, including the *Environmental Protection Act 1994* (including the general environmental duty) in respect to the collection, transport, delivery, supply, use and irrigation of the recycled water.
30. The water carrier must ensure that recycled water is used in a way that:
- complies with the general environmental duty;
 - prevents environmental harm or public health incidents;
 - ensures environmental sustainability of the disposal of recycled water; and
 - protects the environmental values of water.
31. The water carrier must advise the customer, the City and the Department of Energy and Water Supply immediately if it becomes aware of:
- any public or staff health incidents potentially related to the collection, transport, delivery, supply, use or irrigation of recycled water;
 - any overflows or leakage of recycled water into water or onto land adjoining the customer's land; or
 - any environmental harm possibly caused by recycled water.

Compliance auditing

32. The water carrier agrees to participate in compliance audits by the City, or coordinated by the City. Audits will assess the water carrier's compliance with these terms and conditions and with any relevant legislation.
33. Any breach of these terms and conditions will be deemed to be taking water without an approval. An infringement notice may be issued to the water carrier for the offence of taking water without an approval under the *Water Supply (Safety and Reliability) Act 2008*. The infringement fee is \$500. Additionally, the City may cancel the approval. While the water carrier is in breach of these terms and conditions, the water carrier is not permitted to, and must not, take, collect, transport, deliver, supply, use or irrigate recycled water.

Measurement of volumes

34. The City will supply, install, maintain and calibrate a flow meter at the delivery point for the purpose of measuring and recording the volumes of recycled water supplied to the water carrier. Calibration will be undertaken when deemed reasonably necessary by the City in accordance with the *National Measurement Act 1960* (Cth).
35. The quantity calculated pursuant to clauses 34 will be accepted by the parties as the amount of recycled water supplied for the relevant period measured.
36. Recycled water volumes will be logged electronically through the automated filling stations.

Insurance

37. The water carrier will, during the term of the approval:
- obtain and maintain public liability insurance for a minimum cover of \$10 million per claim covering all of the risks and obligations of the water carrier (and any of its employees, agents, contractors and sub-contractors); and
 - produce evidence of the currency and adequacy of such public liability insurance before collecting recycled water for the first time, and when reasonably required by the City.
38. The water carrier indemnifies the City from and against all actions, claims, losses, damages and expenses arising from or related to:
- failure by the water carrier to observe, fulfil and comply with the requirements of the approval;
 - a negligent or wilful act or default by the water carrier or its employees, agents, contractors or sub-contractors;

- quality of recycled water supplied (except to the extent caused by the negligent or wilful act or default of the City); and
- a liability arising from the water carrier's collection, transportation, delivery, use, on-supply or subsequent customer application of recycled water.

Termination

39. Either party may terminate the approval upon fourteen (14) days' notice to the other party in writing.
40. The water carrier agrees that any breach of these terms and conditions will entitle the City to vary or terminate the approval immediately by notice in writing to the water carrier.
41. The approval expires on 1 July 2017 or at the end of the approval period, whichever is the earliest.
42. If, after the expiry date, the City continues to supply recycled water to the water carrier, the approval will be deemed to continue until the date which is one (1) month after the expiry date.

Privacy and personal information

43. The City will comply with the *Information Privacy Act 2009* including with respect to the collection, storage, security, use, amendment, accuracy, disclosure of, and access to, personal information to the extent that the City collects or has access to personal information in order to supply the water carrier with recycled water under the terms of the approval.
44. The City will collect, use and disclose personal information in order to supply the water carrier with recycled water under the terms of the approval and ensure compliance by the water carrier with its obligations under these terms and conditions

General

45. The water carrier acknowledges that the City (or any person acting on the City's behalf) has not made any representation or other inducement to it to apply for the approval, except for representations or inducements expressly set out in the approval or these terms and conditions.
46. The water carrier acknowledges and confirms that it has not applied for the approval in reliance on any representation or other inducement by or on behalf of the City, except for Representations or inducements expressly set out in the approval or these terms and conditions.
47. If at any time a provision of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:
- the legality, validity or enforceability in that jurisdiction of any other provision of these terms and conditions; or
 - the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these terms and conditions.
48. These terms and conditions are governed by and must be construed according to the law applying in Queensland.
49. Each party submits to the non-exclusive jurisdiction of the courts of Queensland, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to these terms and conditions.
50. Subject to the other covenants of these terms and conditions, the rights and obligations of the water carrier and the City pursuant to these terms and conditions are in addition to and not in derogation of any other right or obligation between them under any other agreement to which they are parties or under which they are entitled to benefit.
51. If either party fails or delays the exercise or enforcement of a right, power or remedy provided by law or under these terms and conditions, this will not prevent the party from exercising or enforcing that or any other right, power or remedy provided by law or under these terms and conditions.

52. A waiver or consent given by a party under these terms and conditions is only effective and binding on that party if the party confirms it in writing.
53. No waiver of a breach of these terms and conditions operates as a waiver of another breach of the same term or of any other breach of these terms and conditions.
54. These terms and conditions may only be varied in writing by a document signed by the parties.

Definitions and interpretation

55. In these terms and conditions:

Access device fee means the fee that needs to be paid prior to receipt of the access device required when using the City's filling points. The current Access Device Fee can be found by visiting the Water and sewerage pricing (detailed listing) document on the City's website.

Application form means the form completed and signed by the water carrier to which these terms and conditions are attached.

Approval means the approval by the City for the water carrier to draw recycled water under these terms and conditions.

Approval period means the period for which the water carrier has been granted approval or certification for the backflow prevention device for the approved vehicle.

Approved vehicle means a vehicle approved by the City for the carriage of recycled water by the water carrier for the purposes of the approval.

Competent authority means any State or Commonwealth government department or agency having jurisdiction with respect to or able to exercise powers or functions with respect to the use and management of recycled water.

Customer means a customer of the water carrier to whom the water carrier supplies the recycled water.

Delivery points means those recycled water filling stations (as identified in the relevant product information sheets) which the water carrier has nominated in section 1 of the application form as requiring access to.

Expiry date means the date on which this approval expires as specified in clause 41.

Environment has the meaning given in Section 8 of the *Environmental Protection Act 1994*.

Environmental harm has the meaning given under Section 14 of the *Environmental Protection Act 1994*.

Product information sheet means a product information sheet about use of recycled water published by the City (available at <http://www.goldcoast.qld.gov.au/environment/recycled-water-for-industry-7900.html>).

Recycled water means the treated wastewater supplied by the City as recycled water from its sewage treatment plant.

Recycled Water Charge means the charge that may variously be applicable from time to time for accessing the recycled water as per Section 58. Amendments to this charge can be found by visiting the Water and sewerage pricing (detailed listing) document on the City's website.

Water carrier means the person or entity whose name is set out in section 6 of the application form.

Wastewater means water discharged to a sewerage network from residential, industrial, commercial and municipal activities.

Interpretation

In these terms and conditions (unless the context indicates a contrary intention):

- a) headings are for convenience only and do not affect interpretation;
- b) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- c) a reference to the water carrier includes the water carrier's executors, administrators, successors and assigns, including persons taking by way of novation;
- d) a reference to a document (including these terms and conditions) is to that document as varied, novated, ratified or replaced from time to time;
- e) a reference to a statute includes its delegated

legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;

- f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- g) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, section, schedule, exhibit, attachment or annexure to or of these terms and conditions or the approval form, and a reference to these terms and conditions or the application form includes all schedules, exhibits, attachments and annexures to them; and "includes" in any form is not a word of limitation.

Financial Agreements

56. Recycled Water Charge

The Water Carrier must pay a Recycled Water charge to the City within 30 days of the City issuing the Water Carrier an Invoice (or Water Notice).

57. Right to Recover Costs

Not used

58. Recycled Water Charge Review

(a) Subject to Clause 58(b) the City may at any time during the Term deliver a notice in writing to the Water Carrier informing of a change to the Recycled Water charge.

(b) The notice referred to in Clause 58(a) must identify:

- (i) the changes to the Recycled Water Charge; and
- (ii) the date the changes will come into effect;

(c) The Recycled Water charged will be changed on and from the date indicated in the notice referred to in Clause 58(a).

(d) If a notice is given under Clause 58(a) the Water Carrier may terminate the Agreement within 21 days of receiving same

59. Responsibility for GST

The parties agree that:

- (a) all payments have been calculated without regard to GST;
- (b) The City will comply with its obligations under the *Competition and Consumer Act 2010* (Cth) when calculating the amount of any Payment and the amount of any relevant Payments will be adjusted accordingly;
- (c) If the whole or any part of any payment is the consideration for a Taxable Supply for which the payee is liable to GST, the payer must pay to the payee an additional amount equal to the GST amount, either concurrently with that payment or as otherwise agreed in writing;
- (d) any reference to a fee or expense in this Agreement excludes any amount for GST forming part of the relevant fee or expense when incurred by the relevant party for which that party can claim an Input Tax Credit; and the payee will provide to the payer a Tax Invoice if paragraph (c) applies.