



## 1. Custody Of Metered Portable Hydrants

GWMWater may supply, upon request, a Portable Metered Hydrant (herein after referred to as the hydrant). GWMWater may consider installing a new hydrant plug at the applicants cost if no suitable alternative is available.

The Hirer is any person, company or Authority representative who completes and signs a Metered Hydrant Application Form, which includes the principal name of any agent or representative effecting the hiring. GWMWater may require evidence to be provided that a person is authorized to act on another's behalf in entering into the agreement.

Any Hirer to whom GWMWater supplies a hydrant for the purpose of obtaining water from GWMWater's water mains, shall be responsible for the safe custody thereof, and if the hydrant is damaged or lost while in the Hirer's custody, the Hirer responsible (whether principal or agent), shall pay to GWMWater the cost of its repair or replacement.

## 2. Hydrant Owned by The Corporation

The hydrant is and shall remain the absolute property of GWMWater.

## 3. Pollution Protection

If the said hydrant is to be used in conjunction with a water carrying vehicle, the said vehicle must be fitted with an **approved air gap** to provide pollution protection.

A positive air gap shall be maintained between the outlet of the hose and the overflow level of the tank.

## 4. Inspection by GWMWater's Officers

GWMWater's Officers or authorised employees shall have the full right to enter upon the Hirer's property or work location from time to time at any reasonable hour to inspect, read, repair or remove the hydrant if in breach of the "Conditions of Hire" Agreement.

## 5. Maintenance and Repairs of Hydrant

GWMWater will, at its own expense, maintain and repair the said hydrant to the extent of ordinary wear and tear.

The Hirer hereby agrees to pay for any damage to the hydrant other than for ordinary wear and tear, whether this damage has been done with or without the hirer's knowledge or involvement.

**The Hirer is also responsible for the security of the hydrant and hereby agrees to pay for the replacement of the hydrant in the event of them being stolen or misplaced.**

The cost for repair of any damaged **or stolen** hydrant must be paid prior to GWMWater

issuing a replacement.

GWMWater must be notified immediately if the Hirer is unable to use the hydrant due to disrepair.

Only persons authorised by GWMWater shall carry out any work for the repair of any hydrant.

### 6. Affixing Substitute Hydrants

GWMWater shall have the full right to remove the said hydrant/s, substitute similar hydrant/s in its place and from time to time remove any substituted hydrant/s for testing, or examination, for repairs or for any other reason.

The 'conditions of hire' apply to the original hydrant and to any such substitute hydrant.

### 7. Supply of Water

GWMWater shall supply water to the Hirer unless prevented by a short term unplanned operational issue or due to circumstances beyond its control such as drought or other unavoidable incidents or occurrences.

GWMWater reserves the right to nominate the location of the point(s) where water may be taken from and deny access to specific sites from time to time. GWMWater is not bound to provide any guarantee of water pressure.

The Hirer shall only take water from the site/s nominated on their permit and in the volumes specified. If any Hirer is found in breach of the conditions of their permit and/or these Conditions of Hire, GWMWater has the right to revoke the permit and/or request return of hydrant.

### 8. OH&S

The Hirer is responsible for

- a) Any traffic management required and their own personal safety when accessing water from GWMWater infrastructure.
- b) Ensuring their equipment is properly maintained and leak free to ensure no damage to surround environment.

### 9. Carting of Drinking Water to Customers

If the Hirer nominates as a water carter supplying drinking water to customers, they will:

- c) provide a copy of their Permit obtained from their local Council under the Food Act 1984 (Vic) prior to approval of their Metered Hydrant Permit. There is an annual requirement to submit a copy of their renewal permit to GWMWater.
- d) adhere to all requirements under the abovementioned Act and set out in the Guidelines for drinking (potable) water transport in Victoria

## 10. Charges

A list of current charges can be obtained from GWMWater and is available on our website <https://www.gwmwater.org.au/billing/tariffs-and-charges>. GWMWater may alter the charges from time to time, and the hirer shall be liable to pay such charges.

In the event that the scale of charges increased from a date between readings of any meter issued to a hirer, GWMWater may elect to call for the return of the meter for the purpose of reading and ascertaining the volume of water taken to that date, or it may elect to apply the new scale of charges from the next scheduled reading date.

## 11. Reading Of Hydrants

### a) Permanent Hydrants

The hirer hereby agrees to send a photo of the Metered Hydrant/s showing the reading and the meter number quarterly at the end of September, December, March, and June. Photos are to be emailed to [info@gwmwater.org.au](mailto:info@gwmwater.org.au).

### b) Casual Hydrants

Usage costs associated with the hire of a casual hydrant will be invoiced at the end of the hire period and return of the hydrant.

## 12. Invoicing for Water Usage

The quantity of water registered by the meter shall be charged to and paid for by the hirer within 28 days of the date of invoice being issued. Where in GWMWater's reasonable opinion the meter and fittings have not be registering correctly GWMWater may make an estimate of the volume of water taken and charge accordingly.

If the Hirer fails to pay their invoice within (28) days of issue of the invoice, the Hydrant (if on Permanent Hire) may be requested to be returned until such time as the fees have been recovered.

## 13. This Agreement is Not Transferable

The hirer shall not transfer this agreement to any other person, company or authority without the written consent of GWMWater.

## 14. Termination Of This Agreement (Permanent Hydrants Only)

- a) The hirer may terminate this agreement, by returning the meter and fittings to GWMWater and paying all charges due under this agreement.
- b) GWMWater may terminate this agreement by giving the hirer seven days notice, in writing to that effect whereupon the meter and fittings shall be returned to GWMWater.
- c) Upon return of the meter and fittings, any credits relating to their use will be refunded.

## 15. Legislative Requirements

In accordance with Section 142, 145, 288 & 289 *Water Act* 1989, it is an offence to interfere with any meter without the consent or deemed authorisation of GWMWater and

penalties are provided for accordingly. Such interference is a breach of this agreement.

### 16. Any Breach of These Conditions

If there is any breach of the agreement conditions, GWMWater shall be at liberty, without notice, to terminate this agreement whereupon the meter and fittings shall be returned to GWMWater or may be confiscated by GWMWater and all charges relating to the use of the meter and fittings shall be immediately due and payable.

#### *Note:*

*Section 142 Ownership of water meters (in most cases are GWMWater's).*

*Section 145 Regulation of the connections to our works (penalties apply for contravention)*

*Section 288 Tampering with Corporation property, such as a water meter (penalties apply for contravention)*

*Section 289 Wrongful taking of water (penalties apply for contravention)*