

1. PROVISION OF ELECTRONIC STANDPIPE ACCESS

GWMWater may supply, upon request, a Permit for Electronic Standpipe access via user ID and User PIN.

The Permit holder is any person, company or Authority representative who completes and signs an Electronic Standpipe Access Application form, which includes the principal name of any agent or representative effecting the access. GWMWater may require evidence to be provided that a person is authorised to act on another's behalf in entering into the agreement.

Any Permit holder to whom GWMWater supplies a User ID and User PIN for the purpose of obtaining water from GWMWater's Electronic Standpipe, shall be responsible for the safe custody thereof these details.

GWMWater shall review permits for access to Electronic Standpipes on an annual basis.

The customer is responsible for ensuring compliance with all relevant approvals and legislation related to carrying, supply and use of potable water sourced from a standpipe.

2. ELECTRONIC STANDPIPE ACCESS & MAINTENANCE

The permit holder is responsible for the security of the User Id and User PIN details and hereby agrees to pay for any costs in the event of the details being stolen, or misplaced.

GWMWater must be notified immediately if the permit holder has misplaced the User PIN or is unable to use the Electronic Standpipe due to malfunction or disrepair.

3. REPAIRS TO STANDPIPE FITTINGS

Only persons authorized by GWMWater shall carry out any work for the repair of any Electronic Standpipe infrastructure.

The permit holder should contact GWMWater on 1300 659 961 should they experience any malfunction with either their User ID/User PIN or the standpipe.

4. SUPPLY OF WATER

GWMWater shall supply water to the Permit holder 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 at standpipe sites.

The Permit holder shall only take water from the site/s nominated on their permit and in the volumes specified. If any Permit holder is found in breach of the conditions of their permit and/or these Conditions of Use, GWMWater has the right to revoke the permit and/or deactivated their account.

5. OH&S

The Permit holder is responsible for any traffic management and their own personal safety required when accessing water from GWMWater sites.

6. CARTING OF DRINKING WATER TO CUSTOMERS

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

- a) provide a copy of their Permit obtained from their local Council under the *Food Act 1984* (Vic) prior to approval of their Electronic Standpipe Access Permit. It will be annual requirement to submit a copy of their renewal permit to GWMWater.
- b) adhere to all requirements under the abovementioned Act and set out in the Guidelines for water carting business' in Victoria
<https://www.health.vic.gov.au/food-safety/private-drinking-water-carters>.

7. ADMINISTRATIVE CHARGES

A list of current charges can be obtained from GWMWater and are 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.

8. CHARGES OF WATER CONSUMED

The quantity of water registered by the Standpipe 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 Standpipe meter has not been registering correctly, GWMWater may make an estimate of the volume of water taken and charge accordingly.

If the Permit Holder fails to pay their invoice within (28) days of issue of the invoice, the access to Electronic Standpipes **may be** disabled until such time as the fees have been recovered.

9. THIS AGREEMENT IS NOT TRANSFERABLE

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

10. TERMINATION OF THIS AGREEMENT

- a) The Permit holder may terminate this agreement, by notifying GWMWater to cancel access and the Permit holder is to pay all charges due under this

agreement.

- b) GWMWater may terminate this agreement by giving the Permit holder seven days notice, in writing to that effect whereupon the Electronic Standpipe Access will be disabled.

11. LEGISLATIVE REQUIREMENT

In accordance with Section 142, 145, 288 & 289 *Water Act 1989*¹, 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.

12. 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 Electronic Standpipe Access will be disabled by GWMWater and all charges relating to the use of the Electronic Standpipe shall be immediately due and payable.

¹ Note:

Section 142 *Ownership of water meters (in most cases they are ours).*

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)*