

# Approval for supply of potable water through a metered standpipe

Gold Coast district



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Commencement date of this approval is made on \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Between** Allconnex Water of 833 Southport-Nerang Road, NERANG (Service Provider)

**and** XXXXXXXXX, address, CAN (Customer)

**It is agreed.**

## 1 Background

- a) The Service Provider (Allconnex Water) owns and operates the potable water filling points and may grant approval to connect a metered standpipe to its infrastructure under the *Water Supply (Safety and Reliability) Act 2008, Division 5, Part 7, Section 191, 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 potable water.
- c) The potable water is supplied through a metered standpipe for various business uses by customers.
- d) The Customer has offered to purchase from the Service Provider, potable water produced at the water treatment facility for supply to its customers for various business uses.
- e) The Service Provider has accepted the Customer's request, and will supply the Customer with potable water.
- f) The Service Provider has certain obligations with respect to public health and safety and compliance with water restrictions.

## 2 Supply of potable water

### 2.1 Delivery of potable water

The Service Provider shall transport potable water from the water treatment facility to the approved delivery points to enable the Company to extract the potable water through a metered standpipe

### 2.2 Access of supply

- a) Subject to the terms of this approval, the Service Provider will use reasonable endeavours to ensure that potable water is available for collection at the delivery points during business hours.
- b) The Service Provider acknowledges that potable 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 potable water from the respective potable 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 potable water reticulation system

- the failure of any plant or equipment
- the locations or any interference with a property
- any concerns of workplace and safety hazards
- any inappropriate use of potable water, in terms of Service Provider water restrictions by any person
- maintenance or repairs to the potable water reticulation system

## 2.3 Quality of supply

- The Service Provider acknowledges that the potable water is suitable for:
  - General human or animal contact, including drinking, swimming and washing.
- The Service Provider acknowledges that the quality standards have been provided under Allconnex Water's Drinking Water Quality Management System.
- The Service Provider acknowledges that they are not liable for any change in the quality of the potable water if it fails to comply with the quality standards as a result of the transportation, storage, treatment or use of the potable water that may occur after it is collected by the Customer.

## 2.4 Compliance monitoring

- The Customer acknowledges that the Service Provider will undertake, or coordinate the undertaking of compliance monitoring.
- Compliance monitoring will assess the Customers compliance with the terms of this Approval, or with any relevant legislative provisions or guidelines as prepared by a competent authority.
- The Customer must provide information pertaining to this approval upon request.
- The taking away of water by a Customer in breach of a term of this approval or in contravention of a notice issued in relation to such breach or otherwise shall constitute an offence under the Water Supply (Safety and Reliability) Act 2008.

# 3 Responsibility for potable water

## 3.1 Responsibility

Regardless of whether the Customer has paid the potable water fee to the Service Provider, the Customer agrees that:

- Responsibility of the potable water will pass to the Customer at the delivery point.

# 4 Potable water customer responsibilities

## 4.1 Supply to customers

- The Customer acknowledges that they shall only supply potable water to their customers for the purpose under this agreement.
- The Customer acknowledges that they shall only supply potable water to their customers through the use of a Service Provider's owned and approved metered standpipe.
- The Customer shall only supply potable water that is to be used by their customers under the Water Supply Restrictions as permitted and under the *Land and Development Guidelines*.

- d) The Service Provider shall only supply potable water that is to be used for human consumption if they are an approved carrier under the *Food Act 2006*.
- e) It is the Customer's responsibility to ensure that any person who uses a customer's metered standpipe are aware of the conditions in this approval.

## 4.2 Customers vehicles

- a) The Customer shall install and carefully maintain signs on the roadside of the customer's vehicles used to carry potable water, authorising them as an approved customer.
- b) Domestic customers vehicles must hold a current food licence and display a permit sticker. The vessel must not be used to convey liquid other than potable water suitable for human consumption.
- c) Each potable water vessel must be fitted with backflow prevention that meets the requirements of *AS3500*. Copies of current backflow certification must be provided to Service Provider on request. If you require backflow certification please contact Gold Coast City Council, Plumbing and Drainage on 5582 2893 or visit [www.goldcoast.qld.gov.au](http://www.goldcoast.qld.gov.au).

## 4.3 Potable water access points

- a) **Domestic water carriers** referred to in Schedule 2, must only access water from Authorised Service Providers' Domestic Filling Station points. If you require a food licence please contact Gold Coast City Council, Licensing Approvals on (07)5581 6867 or download Application at: [http://www.goldcoast.qld.gov.au/attachment/forms/fm126\\_he\\_food\\_licence\\_registration.pdf](http://www.goldcoast.qld.gov.au/attachment/forms/fm126_he_food_licence_registration.pdf)
- b) **General water carriers** can access water from Authorised Service Provider's Domestic Filling Stations if hazardous chemicals are not transported in that customer's vehicle, otherwise roadside access points must be used that are not located within residential areas.
- c) **Non water carriers** that use water directly from the potable water access points must not interfere or impede with any residential property.

# 5 Metered standpipe responsibilities

## 5.1 Metered standpipe

- a) The metered standpipe shall be used to record all water that is accessed from the reticulation system via the standpipe.
- b) A log book will be kept and all water accessed through the standpipe from the potable water reticulation system shall be recorded in the log book.
- c) Metered standpipes shall be hired out to the Customer on a short term or long term basis depending on their requirements.
- d) Metered standpipe readings shall be forwarded or the standpipe presented for inspection within a time interval as determined by the Service Provider, based on the usage of water used by the Company.

## 5.2 Metered standpipes not returned

- a) If the Customer reports the long term standpipe - as referred to in 5.1(c) - as lost, stolen misplaced or not returned, the security bond -as referred to in 6.1(a) - shall be retained by the Service Provider.
- b) If a short term metered standpipe is reported, as lost, stolen or misplaced - as referred to in 5.1(c) - and not returned then the Customer shall be invoiced for the cost of a new metered standpipe.
- c) If the metered standpipe is lost, stolen or misplaced the Customer must report the loss with the serial number of the standpipe to their local police station. A crime report number must be obtain and forwarded to the Service Provider before the daily hire rate can be ceased.

### 5.3 Metered standpipe damage

- a) Any repairs for damages occurring to the Service Provider's assets, including infrastructure, shall be invoiced to the Customer.

## 6 Financial arrangements

### 6.1 Security bond and fees

- a) The Customer shall pay to the Service Provider a security bond for the hire of each long term metered standpipe, to be held in a trust fund account.
- b) The long term metered standpipe - as referred to in 5.1(c) - Security Bond shall be refunded by the Service Provider on return of the metered standpipe, less any debts that are outstanding on that Customer's account.
- c) A fee per kilolitre used will apply for the water, and a charge rate per daily hire. The fees and charges are available on the Service Provider's website [www.allconnex.com.au](http://www.allconnex.com.au)

**The fees and charges may be reviewed at anytime.**

## 7 Expiry of agreement

### 7.1 Expiry

This approval will expire on \_\_\_\_\_, unless otherwise terminated earlier under this Approval.

## 8 Default

### 8.1 Events of default

Customer will be in default under this approval if it:

- a) fails or refuses to comply with any condition or requirement or request imposed on the Customer by the *Water Supply (Safety and Reliability) Act 2008*
- b) fails to comply with any laws, directions or authorities of any competent authority related to the transport, supply and usage of Potable Water including a direction from the Service Provider to the Customer in part 5
- c) fails or refuses to pay any potable water fees or charges owing to the Service Provider by the relevant due date
- d) commits or suffers the occurrence of an *Act of Insolvency*

### 8.2 Termination by the Provider

If the Customer:

- a) defaults any obligation under this approval
- b) may terminate this approval by written notice to the Customer.

## 9 Indemnities and release

### 9.1 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

### 9.2 Limitation upon indemnity

The indemnity - the subject of Clause 10.1 - 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.

### 9.3 Expiry of indemnity

The indemnity in Clause 10.1 will continue to apply notwithstanding the expiry or termination of this approval.

### 9.4 Release

The Customer releases the Service Provider from any liability for any costs, loss or damage suffered by the Customer as a consequence of:

- a) the failure or interruption of delivery of potable water

## 10 Miscellaneous

### 10.1 Assignment or transfer

This approval is with the Customer and cannot be assigned or otherwise transferred to any other business or person.

# 11 Schedule one

## 11.1 Definitions

Act	Includes an omission to act and a refusal to act
Legislative provisions	Includes: <ol style="list-style-type: none"> <li>i. An Act of the Commonwealth Parliament or the Queensland Parliament</li> <li>ii. Subordinate legislation under any such Act, including Customer Service Standards</li> <li>iii. The direction or requirement of a competent authority or person under any such Act or subordinate legislation</li> <li>iv. A licence, authorisation, consent, approval or exemption granted under any such Act or subordinate legislation</li> </ol>
Act of insolvency	Act of insolvency means: <ol style="list-style-type: none"> <li>a) where the party is a corporation:               <ol style="list-style-type: none"> <li>i. entering liquidation, voluntary or otherwise (except for the purpose of reconstruction or amalgamation) or voluntary administration or</li> <li>ii. suffering strike-off action against it by the Australian Securities and Investments Commission and</li> </ol> </li> <li>b) where the party is an individual:               <ol style="list-style-type: none"> <li>i. becoming bankrupt or</li> <li>ii. entering a composition or scheme of arrangement for the benefit of creditors and</li> </ol> </li> <li>c) in any case, an act or occurrence rendering the party's interest under this document liable to be taken in execution</li> </ol>
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 potable water at the hydrant point location nominated by the Service Provider from time to time, which will comprise of a metered standpipe.
Service provider	Allconnex Water
Potable water fee and charges	The amount payable by the Customer calculated by multiplying the amount of Potable 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 7.1 (e) and (f).
Log books	Document supplied to Customers by Service Providers to provide records of water usage, date and delivery points.
Potable 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 potable water from the delivery point to their customers.
Water treatment facility	The water treatment plant operated by Seq Water.
Uses	The uses or purposes for which the Customer shall use the potable water pursuant to the terms and conditions of this approval as referred to in 5.1 (c) and (d).

## 12 Schedule two

### 12.1 Service Provider's authorised filling stations

#### Authorised collection points:

##### **Northern Gold Coast area**

- N2 Emeri Street, first hydrant on right from De Bortoli Street, Stapylton (temporary site)
- N3 Tillyroen Road, (adjacent to tennis court north of Ormeau Ridge Road)
- N5 Oxenford Tamborine Road, Upper Coomera (left hand side at top of hill past Reserve Road in side road opposite Jemima Place walkway)
- N6 Beattie Road, Coomera (55 metres west of Lorenzo Drive)
- N7 Maudsland Road, Maudsland (opposite Tuxedo Junction)

##### **Southern Gold Coast area**

- S11 Worongary Road, Worongary (between Harry Mills Drive and Brixton Court)
- S12 Hardys Road, Mudgeeraba (opposite Glenmore Drive)
- S13 Springbrook Road, Mudgeeraba (pump station opposite caravan park)
- S14 Tallebudgera Connection Road, Andrews (opposite Coplick's golf course south of creek)
- S16 Currumbin Creek Road, Currumbin Valley (between Tallebudgera Connection Road and Durobby Drive)
- S17 Yarrimbah Drive, Nerang (Clear Water Estate) adjacent to pony club
- S18 Tallebudgera Connection Road, Andrews (opposite Coplick's golf course north of creek)

# Metered standpipe approval application

## Gold Coast

I/we hereby make an application to be granted approval for a metered standpipe.

<b>Applicant's name:</b>	
<b>Business trading name:</b>	
<b>Postal address:</b>	
<b>Company address:</b>	
<b>Residential address:</b>	
<b>ABN or ACN number:</b>	
<b>Contact person:</b>	<b>Phone number:</b>
<b>Mobile number:</b>	<b>Fax number:</b>
<b>Email address:</b>	
<b>Driver's licence number:</b>	

To be supplied with this approval: **Copy of Company registration**  
**Two (2) business references**

Please indicate hire term: Short term hire:  (6 weeks or less) Long term hire:

Is this approval for the delivery of Domestic Water? Yes  No

If a tank is being used please provide the following information:

Backflow number: \_\_\_\_\_ Issuing authority: \_\_\_\_\_ Tank Capacity: \_\_\_\_ kls

Vehicle Registration number: \_\_\_\_\_ Make of Vehicle: \_\_\_\_\_

Estimated water usage per day: \_\_\_\_\_ kilolitres.

In the space provided below indicate the purpose for which the water shall be used.

**NOTE! Potable water must only be used under the current restriction level and must not be used at any time for the filling of recycled vessels.**

Activity types: \_\_\_\_\_

It is the applicant's responsibility to read and understand the content's of this Approval.

I have read and understand the terms and conditions of the **approval for supply of potable water through a metered standpipe.**

\_\_\_\_\_  
Customer (signature)                      Customer full name (print)                      Date

*Privacy statement: Allconnex Water is collecting your personal information in accordance with the Water Supply (Safety and Reliability) Act 2008 in order to process the required documentation. This information will only be used by authorised Allconnex Water staff and their Council partners to ensure our records are accurate. Your information will not be given to any other person or agency without your permission, or as required by law.*

<b>Office use only:</b>		
_____	_____	_____
Coordinator full name (signature)	Coordinator full name (print)	Date
Approved: <input type="checkbox"/>	Not approved: <input type="checkbox"/>	File No.: HL21/120/_____

Fax Metered standpipe approval application to 1300 009 824 or email [info@allconnex.com.au](mailto:info@allconnex.com.au)

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