

## Approval to draw water from designated bulk water filling stations



The water carter agrees to the following terms and conditions:

### 1. General

- (a) For vehicles carting potable water for human consumption, the water carter must be aware of and comply with the following:
  - i. Food Act 2003 (NSW)
  - ii. Public Health Act 2010 (NSW) and Public Health Regulations 2012 (NSW)
  - iii. NSW Health Guidelines for Water Carters 2012
- (b) For vehicles carting potable water not for human consumption (non-potable purposes), the water carter must clearly advise all customers that delivered water must not be used for drinking or in the preparation/handling of food for human consumption.
- (c) The water carter must keep records as required by Council, the Public Health Act and Regulations and the NSW Health Guidelines for Water Carters.

### 2. Automated Water Filling Stations

- (a) Access to Coffs Harbour City Council's (**Council**) designated automated water filling stations may be restricted by Council at any time with or without notice to the water carter.
- (b) The water carter must:
  - i. only take water from Council's designated water filling stations
  - ii. promptly notify Council of any damage to the water filling station
  - iii. not interfere with any Council infrastructure
  - iv. lock the water filling station following each use
  - v. give emergency service vehicles priority access to the water filling station

### 3. Fees and Charges

- (a) The water carter:
  - i. will pay all applicable fees and charges in accordance with Council's adopted fees and charges.
  - ii. is liable for all water purchases issued on their account up until the time their water access key is deactivated by Council.
- (b) Access to the water filling station will be denied where pre-paid credit limit is reached or the water carter's account is in arrears.

### 4. Water Access Keys

- (a) Water access keys issued to the water carter remain the property of Council.
- (b) The water carter:
  - i. must only use the water access key for the vehicle approved by Council
  - ii. must not loan or provide the water access key to any other party
  - iii. is responsible for the water access key and must immediately notify Council if the water access key is lost, stolen or damaged
  - iv. is liable for repair or replacement costs of the water access key
  - v. will promptly return the water access key to Council upon termination of the approval

## **5. Vehicle Inspections**

- (a) The water carter:
  - i. agrees to make the water carter vehicle(s) available for inspection when requested in relation to public health requirements for vehicles carting potable water for human consumption.

## **6. Insurance**

- (a) The water carter:
  - i. must maintain any insurance policies required as part of their approval; and
  - ii. shall provide to Council, whenever reasonably requested the certificate of currency and receipt issued by the insurer for the last premium paid for the insurance policy.
- (b) The Council will immediately terminate an approval and deactivate any issued water access keys where a water carter fails to maintain a required insurance policy.

## **7. Release and Indemnity**

- (a) The water carter releases and indemnifies Council against all claims and costs (including legal fees) and consequential losses the water carter may have or claim to have including any claims the water carter is not aware, or could not have been aware at the date of their approval, including but not limited to:
  - i. suspension or cancellation of the approval by Council
  - ii. restriction of access to a designated water filling station by Council
  - iii. reduction, interruption, discontinuance, suspension or failure to supply water at a designated water filling station
  - iv. death or personal injury, property damage in connection with their use of a Council designated water filling station.
- (b) Claim means any allegation, action, demand, cause of action, suit, proceeding, judgement, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.
- (c) Consequential loss includes any loss of anticipated or actual revenue or profits, loss of or inability to use equipment, a failure to realise anticipated savings, loss of data, down time costs, loss of goodwill or wasted overheads, loss or reduction of productivity, punitive or exemplary damages, and any special or indirect or consequential loss or damage.
- (d) The release and subject of this clause will not apply if the matters the subject of the release are caused by the negligence of Council.

## **8. Water Use Restrictions**

- (a) The water carter:
  - i. must not supply water drawn from Council's water filling station for the purpose of agricultural irrigation
  - ii. must comply with any water restrictions in force in the Coffs Harbour local government area.

**9. Termination or suspension of approval**

- (a) Council may terminate the approval for a breach of these terms and conditions by the water carter or any of their employees, agents or contractors.
- (b) Council may withdraw or suspend the approval at any time in its absolute discretion with or without notice.
- (c) Council property issued to the Water carter must be returned to Council immediately upon termination of the approval.