

# Standpipe Application Form

Email: Retail.compliance@unitywater.com  
Post: PO Box 953, Caboolture Q 4510

## Customer Information ('You')

Customer/Business Name: \_\_\_\_\_ ABN or ACN: \_\_\_\_\_

Street Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_ **Service Required:** \_\_\_\_\_ **Standpipe Services**

## Authority to access information on Your behalf

You authorise the below nominated individuals to access information relating to Your account in relation to this Standpipe Agreement. There are two levels of authority that can be granted, Account Authority and Full Authority<sup>1</sup>. Please select the appropriate box.

Name		Name	
Position		Position	
Phone		Phone	
Email		Email	
Authority Level	Account <input type="checkbox"/> Full <input type="checkbox"/>	Authority Level	Account <input type="checkbox"/> Full <input type="checkbox"/>

## Your E-billing details

Email Please specify email address for billing purposes \_\_\_\_\_

## Your purpose for this Standpipe Agreement

Purpose of water use \_\_\_\_\_

Site Location \_\_\_\_\_

Expected volume of water use per month \_\_\_\_\_

## Your preferred Standpipe size

You may request a preferred size, however a standpipe will be hired to You based on availability and operational requirements.

**Low Flow**  32mm  65mm **High Flow**  65mm (only available for approved uses)

## Your vehicle and tank information

Please list all Your vehicles and tanks that will use the Standpipe. If there are more than four, please advise.

Registration	Make and model of vehicle	Tank capacity

## Your Authorised Personnel

Authorised Personnel<sup>2</sup> operating the Standpipe. If there are more than four, please advise.

Name of authorised personnel	Training card number	Training card expiry date	Mobile number

<sup>1</sup> Refer to Schedule 2 for definition of Account Authority and Full Authority

<sup>2</sup> Refer to Schedule 2 for definition of Authorised Personnel

# Standpipe Application Form

Email: Retail.compliance@unitywater.com  
Post: PO Box 953, Caboolture Q 4510

## Certification Information – Documents to be submitted with Your Standpipe Agreement

Your application will not be considered by Unitywater until the following documents are received by Unitywater:

- |  |                              |                                       |
|--|------------------------------|---------------------------------------|
| 1. Backflow Prevention inspection current certificate          | Yes <input type="checkbox"/> | Not relevant <input type="checkbox"/> |
| 2. Public liability insurance current certificate <sup>3</sup> | Yes <input type="checkbox"/> |                                       |
| 3. Domestic Water Cartage licence (if relevant)                | Yes <input type="checkbox"/> | Not relevant <input type="checkbox"/> |

The following documents are to be provided for each person nominated as Authorised Personnel with Your Standpipe Agreement before Unitywater will consider Your application:

- |   |                              |
|---|------------------------------|
| 4. Metered Hydrant Standpipe Training Ticket (copy)   | Yes <input type="checkbox"/> |
| 5. Water Hygiene Induction – 5C's Training Assessment | Yes <input type="checkbox"/> |

## Term of this Agreement

**Commencement Date:** 12:00am AEST on the date signed below by the Customer

**Termination Date:** 11:59pm AEST on 30 September 2024

## Declaration

- I certify that the information provided in this Standpipe Application Form is true and correct and I am authorised to sign on behalf of the Customer\*.
- I agree on behalf of the Customer that, to the extent permitted by law, Unitywater may exchange information about the Customer's credit worthiness, standing, history or capacity with any credit reporting agencies, other credit providers, other suppliers, or Unitywater's agents and contractors.
- I have read and understood the entirety of this Standpipe Agreement, as comprised of this Standpipe Application Form and Schedules 1<sup>4</sup> and 2<sup>5</sup>, and agree to all the terms and conditions of this Standpipe Agreement on behalf of the Customer.
- I confirm the Customer has been provided with a copy of the Pr10667 Metered Hydrant Standpipe Customer Guide<sup>6</sup> and given opportunity to review it and ask for clarification as required.

Name: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*\*Unitywater reserves the right to request evidence of your authority to sign on behalf of the Customer.*

<sup>3</sup> In accordance with Schedule 1 Terms and Conditions

<sup>4</sup> General Terms and Conditions

<sup>5</sup> Standpipe Terms and Conditions

<sup>6</sup> <https://www.unitywater.com/business/fill-stations-and-standpipes/standpipe-hire>

## Parties

- The parties to this Agreement are the Northern SEQ Distributor-Retailer Authority, trading as Unitywater (ABN 89 791 717 472) of 33 King Street, Caboolture, Qld 4510 ('**Unitywater**') and the customer described in the Application Form to this Agreement ('**Customer**'/'**You**').

## Interpretation

- A person includes an individual, a body corporate, an unincorporated body or other entity.
- The law includes legislation, regulations, licences, orders, mandatory codes, permits and directions.
- The singular includes the plural and vice versa.
- If there is any inconsistency between this Agreement and any law, the law will prevail to the extent of the inconsistency.
- The reference to a document, instrument or law includes any amendments, revisions, renewals or reprints from time to time.
- Where a word is defined, any other grammatical form of that word has a corresponding meaning.
- The following descending order of precedence applies to the extent there is any ambiguity, conflict, discrepancy or inconsistency between the parts comprising this Agreement:
  - Schedule 2 of this Agreement;
  - This Schedule 1;
  - the Application Form; and
  - any other document forming part of this Agreement.

## Term

- This Agreement commences on the Commencement Date and continues until the earlier of:
  - this Agreement being terminated by either party in accordance with the provisions of this Agreement; or
  - the Termination Date.

## Definitions

- Account Authority** means the authority to review and discuss information contained in the Customer's account but not to amend or change the Customer's account or personal information in any way. No private or personal information will be discussed or disclosed under this authority.
- Agreement** means the agreement entered by the Parties, comprised of:
  - The Application Form;
  - Schedule 1; and
  - Schedule 2.
- Full Authority** means the authority to act on behalf of the Customer in all matters relating to the Customer's account. A person with this authority is able to review, discuss and change any information contained in the Customer's account, including personal information such as email address and bill delivery method. This includes online access to My Account where relevant.
- Authorised Personnel** means a person listed on page 1 of the Application Form, required to hold any additional licences and tickets set out in Schedule 2 and to have completed Unitywater's 5C's Induction Training.
- Unitywater Service Area** – means the water supply areas of the City of Moreton Bay, Noosa Council and Sunshine Coast Council, as shown in Schedule 1 Annexure 1.

## Services

- The Services are stated on page 1 of the Application Form.
- This Agreement is not an exclusive arrangement and Unitywater is entitled to provide the same or similar Services to any other party without reference to You.
- You agree that this Agreement will be binding as soon as any of the following occurs:
  - You receive the Services from Unitywater; or
  - You begin performing Your obligations under this Agreement.
- Unitywater will supply the Services to You, according to the details of this Agreement.
- You must comply with Your obligations under this Schedule 1 as well as the obligations set out in Schedule 2.

## Water supply

- If there is an unplanned interruption to Your Services caused by reduced water supply, then Unitywater will attempt to minimise the inconvenience to You by:
  - restoring the Services as quickly as practicable; and
  - providing reasonable information to you about timing of Service restoration.
- If Unitywater schedules interruptions to Your Services due to reduced water supply, then it will inform You of the time and likely duration of the interruptions at least three days in advance where practicable.
- At the discretion of the Minister or Government, Unitywater may interrupt or limit water supply to You or place conditions on Your water use including imposing additional charges on Your invoices for any water use. You are to comply with any conditions imposed.
- Unitywater is not liable for any loss or damage due to water supply interruption or interruption of Your Services.
- You acknowledge that penalties apply under the *Water Supply (Safety and Reliability) Act 2008* (Qld) for connecting to or interfering with Unitywater's infrastructure without Unitywater's written consent.

## Force Majeure

- In the event of Force Majeure, the affected party will be excused from performance of its affected obligations to the extent and for the duration of the Force Majeure on the condition set out in Clause 26 as applicable.
- The affected party must give written notice to the other party setting out the obligation it cannot perform, the event of Force Majeure and the reasons it is affected, the estimate of time or contingencies during which the Force Majeure will continue, and the steps it is taking to make alternative arrangements where alternative arrangements can be made.
- Subject to notice being provided under Clause 26, neither party has any liability to the other party or any third party for any loss or damage arising out of or in connection with a Force Majeure.
- "Force Majeure" means any of the following events occurring either in Australia or occurring during transit between the place of supply and Australia, and only to the extent that such event is not within the control of the Supplier, is not the fault of the Supplier, adversely affects the Deliverables and which the Supplier cannot overcome or avoid by taking reasonable precautions:
  - lightning strikes, earthquakes, landslides, floods

# Schedule 1 – General terms and conditions

(but excluding normal seasonal flooding of rivers and creeks), typhoon, cyclones, fire or any other natural disaster;

- b. epidemic or pandemic;
- c. confiscation, expropriation, prohibition or embargo by or under the order of a governmental authority;
- d. civil unrest, war, terrorism, but does not include any strike, lockout, demarcation or industrial dispute.

## Health and safety

29. You acknowledge and agree that You are responsible for You, your employees, contractors, and agents taking all practical precautions to ensure the water supply in Unitywater's service area is not contaminated in any way.
30. You acknowledge and agree that for the purposes of Queensland work, health and safety law, You are the controller or person in charge of the workplace in relation to the Services and You are to comply with Your obligations under work, health and safety law.

## Environment and quality

31. You are to comply with all applicable laws relevant to the Services or use of the water drawn from Unitywater's infrastructure.
32. You are to take every precaution to prevent water wastage or water pollution.
33. You are responsible for any infringement of environmental law by You, Your employees, contractors, and agents.

## Information

34. To the extent permitted by law, Unitywater may exchange information about Your credit worthiness, standing, history or capacity with credit reporting agencies, other credit providers, other suppliers, Unitywater's agents and contractors.
35. You acknowledge and agree that any information You disclose to Unitywater may be subject to the Right to Information Act 2009 (Qld).
36. If requested by the Queensland government, Unitywater may disclose information relating to this Agreement to it.
37. You are not to advertise, or communicate in any way, that Your business is endorsed by, connected to or approved by Unitywater.

## Payments

38. Unitywater will issue You monthly invoices for the fees and charges applicable to Your Services as set out in the relevant Unitywater Policy documents. These are available to You at any time.
39. Invoices will be sent to Your address for notices (by post or by email), or online via Your 'My Account'.
40. Unitywater will charge for water supply in accordance with Unitywater's adopted fees and charges.
41. Unitywater may charge You other fees and charges, where it is entitled to do so under legislation, policy or other Board or Government approved documentation.
42. You are to pay the invoice total by the due date for payment specified in the invoice.
43. You are responsible for satisfying yourself that the fees and charges owed to Unitywater are correct prior to making payment.
44. Fees and charges are subject to change at any time at Unitywater's discretion without notice to You. Unitywater's fees and charges are available on the Unitywater website [www.unitywater.com](http://www.unitywater.com).

45. If the fees and charges on Your invoice are more or less than You are actually required to pay Unitywater, to correct the error Unitywater may include a separate charge or deduction on Your next invoice issued after Unitywater becomes aware of the error.
  46. If payment of Your invoice is dishonoured or declined, then You will incur a reasonable dishonoured or declined payment charge on Your next invoice.
  47. Unitywater may refuse to accept personal cheques for payment of invoices at its sole discretion.
  48. If You are unable to pay Unitywater the full amount of an invoice owing by the due date, then You are to contact Unitywater as soon as possible. Unitywater may negotiate a repayment plan based on reasonable commercial considerations.
  49. If You do not agree to a repayment plan with Unitywater within 28 days of the invoice due date, then Unitywater may take action for recovery of the amount owed by You including without limitation referring You to a debt collection agent for debt recovery activity.
  50. Unitywater is to charge interest to You daily on all overdue balances at a rate which it reasonably determines from time to time and which is not more than the rate of interest local governments in Queensland may charge for late payment of rates, compounding daily from the original due date until the date on which the debt is received by Unitywater.
  51. Unitywater may recover its reasonable costs associated with debt recovery, litigation, and enforcement in relation to this Agreement from You.
- GST**
52. Any amount to be paid or provided for a supply related to this Agreement does not include GST, unless specifically described as 'GST inclusive'.
  53. If a party makes a supply under or in connection with this Agreement in respect of which GST is payable, the other recipient of the supply is to pay to the party an additional amount equal to the GST payable on the supply.
  54. If a party is required to reimburse or indemnify another party for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other party is entitled to for the loss, cost or expense, and then increased in accordance with clause 50 of this Schedule 1: General terms and conditions.
  55. If the GST rate changes after the Commencement Date and results in an increased GST liability for Unitywater, Unitywater is to recover this amount from You in relation to this Agreement.
  56. You agree to pay all stamp duty and hire duty (including fines and penalties) payable in relation to this Agreement and in respect of any transaction evidenced by this Agreement.
  57. You will not be liable for fines or penalties to the extent, if any, that they result from Unitywater's actions or delays.

## Security

58. You agree to provide to Unitywater within seven days of this Agreement, the following amounts:
  - a. A sum of money equivalent to two months' average charges for the Services under this Agreement as reasonably determined by Unitywater ('**Payment Security**'); and

# Schedule 1 – General terms and conditions

- b. A sum of money equivalent to the cost of replacing any Unitywater property provided to You under this Agreement as reasonably determined by Unitywater ('**Property Security**').

- 59. Any Unitywater property provided to You under this Agreement remains the property of Unitywater despite any Property Security payment made by You.
- 60. Failure to make any payment as required under this Agreement after written notice as a reminder to do so, results in the equivalent part of the Payment Security being immediately forfeited to Unitywater.
- 61. Failure to return any Unitywater property as required under this Agreement following a request to do so, results in the Property Security being immediately forfeited to Unitywater.
- 62. Upon return of all Unitywater property in good working condition and the payment of all outstanding fees and charges, any remaining balance of the Payment Security and Property Security will be returned to You by Unitywater within five (5) to ten (10) business days.

## Personal property security

- 63. Unitywater may allocate any money received from You, including the Property Security and the Payment Security, in any manner it determines, but in default will apply the money first to the payment of any unsecured fees and charges owing to Unitywater, next to any reasonable enforcement expenses, and then to any secured balance owing.
- 64. You are not to allow a security interest in either the money payable to Unitywater or any Unitywater property to be perfected or attached in favour of You or any third party, whether to a provider of new value, or otherwise.
- 65. You agree to do anything reasonably required by Unitywater to ensure that, at all times, Unitywater has a continuously perfected security interest over all of Unitywater's property that relates to this Agreement.
- 66. You waive Your right to receive a copy of the verification statement confirming registration of a financial statement or financing change statement for any security interest in relation to this Agreement.

## Insurance

- 67. You are to provide Unitywater with Your current certificates of insurance for:
  - a. Public liability insurance covering claims in respect of damage to, loss or destruction of, or loss of use of, real or personal property and injury to, or disease or death of persons arising out of this Agreement or any act or omission of the Customer, its employees, agents or contractors. Such public liability insurance must have a limit of cover of no less than \$10 million per claim and in the aggregate per insurance year and be maintained with insurers and on terms acceptable to Unitywater; and
  - b. Other insurance as required by Unitywater at its sole discretion from time to time.
- 68. You are to provide Unitywater with Your current certificates of insurance required under this Schedule 1:
  - a. by the date requested by Unitywater upon entry into this agreement, if any; each time any of the certificate of insurance is renewed or replaced; and
  - b. On request by Unitywater.

- 69. If Your insurance cover under this Schedule 1 is not current at any time, You are to advise Unitywater immediately.

## Backflow certificate

- 70. You are to obtain all approvals, licences and permits necessary for the supply of the Services.
- 71. If You intend to connect to any Unitywater water infrastructure, You are to provide a current backflow certificate to Unitywater:
  - a. by the date requested by Unitywater upon entry into this agreement, if any;
  - b. each time the backflow certificate is renewed or replaced; and
  - c. on request by Unitywater.
- 72. If You intend to connect to any Unitywater water infrastructure and Your backflow certificate is not current at any time, You are to advise Unitywater immediately.
- 73. You are to comply with all reasonable directions given by Unitywater authorised employees at all times.

## Address for notices

- 74. Unitywater's address for notices at the time of entering into this Agreement is:
  - a. [Retail.Compliance@unitywater.com](mailto:Retail.Compliance@unitywater.com); or
  - b. Customer Assurance Team, Unitywater, PO Box 953, Caboolture QLD 4510.
- 75. If Unitywater updates its address for notices it will be made available at the Unitywater website: [www.unitywater.com](http://www.unitywater.com)
- 76. Your address for notices is the address You nominate on Your Application Form.
- 77. Either party may change their address for notice by notifying the other party in writing.
- 78. You agree that Unitywater may send electronic notices to You.
- 79. A notice, including an invoice, is considered received by You if Unitywater delivers it to Your address for notice.

## Access

- 80. Any property provided to You by Unitywater remains at all times the absolute property of Unitywater and You agree that You have no proprietary rights or interests in that property.
- 81. All risk in the Unitywater property passes to You on delivery and subject to the terms of this Agreement and reverts when returned to Unitywater.
- 82. You are to ensure that Unitywater is to have access to Unitywater property at all times to carry out inspections relating to this Agreement.
- 83. Unitywater is to cause as little disruption or inconvenience to You as practicable in the circumstances when performing inspections.

## Faulty property

- 84. If any Unitywater property provided to You under this Agreement is or becomes faulty, You are to notify Unitywater by close of business on business day after you become aware of the fault to arrange for a replacement.
- 85. Where Unitywater determines, at its sole discretion, that the faulty Unitywater property has not been damaged, Unitywater will replace the faulty Unitywater property to You without claiming any payment from Your Property Guarantee.
- 86. You will incur a charge to cover administrative costs if You do not notify Unitywater according to clause 84 of this Schedule 1: General terms and conditions.



## Damaged property

87. If any Unitywater property provided to You under this Agreement is or becomes damaged or destroyed, You are to return it to Unitywater immediately where practicable.
88. Unitywater will claim an amount from Your Property Guarantee as necessary to repair or replace the damaged or destroyed Unitywater property.
89. Unitywater will provide you with replacement Unitywater property on the condition that You first provide a replacement Property Guarantee to Unitywater.

## Lost or stolen property

90. If any Unitywater property provided to You under this Agreement is lost or stolen, then You are to advise the Queensland Police Service immediately then advise Unitywater and provide the report number to Unitywater immediately after.
91. Unitywater will claim an amount from Your Property Security as necessary to replace the lost or stolen property.
92. Unitywater will provide you with replacement Unitywater property on the condition that You first provide a replacement Property Security to Unitywater.

## Transfer

93. This Agreement grants rights which are personal to You and such rights are not transferrable.
94. You are not to sell, assign, pledge, mortgage, let or hire, sub-hire, lease, loan or otherwise part with possession of, permit any other person to use, or otherwise deal with Unitywater property provided to You under this Agreement.
95. You are not to novate or assign this Agreement or any payment or other right, benefit or interest under this Agreement, without the written consent of Unitywater (acting reasonably).

## Dispute resolution

96. A dispute between the parties to this Agreement is finalised if Unitywater provides You with a response that:
  - a. Resolves the dispute to Your satisfaction; or
  - b. Explains the relevant policy or requirements and why Unitywater will not take further action.
97. A dispute is also considered finalised if You do not ask Unitywater to review its response within 28 days of the date of the response or lodge a claim to an external dispute resolution forum in relation to the dispute.

## Liability and indemnity

98. Without limiting the other provisions of this Agreement, and to the extent permitted by law, You indemnify Unitywater against, and release it from, any and all costs, expenses, (including legal costs and expenses), claims, liability, loss or damage incurred or suffered, directly by Unitywater arising out of or in connection with a default or unlawful or negligent act or omission on the part of You, Your officers, employees, agents or contractors which results in the injury to or death of any person.
99. You will at all times indemnify, hold harmless and defend Unitywater, its officers and employees from and against any loss including:
  - a. Loss of, or damage to, property of Unitywater;
  - b. Claims by any person in respect of loss of, or damage to, any property;
  - c. Costs and expenses including the costs of

defending or settling any claim in relation to this Agreement, arising out of or in connection with:

- a. any breach of this Agreement by You or any wrongful or unlawful act or omission on the part of You or Your personnel; or
  - b. any use or attempted use of Unitywater property by a person who is not Authorised Personnel;
  - c. any water quality issue once the water has left Unitywater's infrastructure; or
  - d. any connection or disconnection with Unitywater's infrastructure in relation to the Services.
100. If You fail to meet Your obligations under this Agreement, then You may be liable to reimburse Unitywater for any and all costs, expenses, (including legal costs and expenses), claims, liability, loss or damage that Unitywater incurs or suffers, directly, as a result of this failure (without limiting the other provisions of this Agreement, and to the extent permitted by law).

## Limitation of liability

101. The only promises Unitywater makes about the Services and the Unitywater property provided under this Agreement, and the only conditions, warranties and guarantees included in this Agreement are:
  - a. those explicitly set out in this Agreement; and
  - b. those that the law (for example the Australian Consumer Law) says apply to the Services, Unitywater property, or this Agreement.
102. However, where Unitywater is liable to You because of a breach of a guarantee, condition, or warranty that the law says applies to this Agreement, Unitywater's liability is (to the extent permitted by law and to the extent that Unitywater supplies Services or Unitywater property that not of a kind ordinarily acquired for personal, domestic, household use, or consumption), limited to:
  - a. replacing the Unitywater property or resupplying the Services to which the breach relates; or
  - b. at Unitywater's option, paying You the cost of re-supplying the Services again.
103. This limitation does not exclude, modify or restrict any rights You have that are protected by law.

## Termination

104. You may terminate this Agreement by giving 28 days written notice to Unitywater at Your sole discretion. Unitywater may terminate this Agreement by giving 28 days written notice to You at Unitywater's sole discretion.
105. To the extent permitted by law, Unitywater may terminate this Agreement immediately if:
  - a. Required for operational reasons;
  - b. Due to water restrictions;
  - c. You fail to pay any part of Your invoice by the due date;
  - d. Unitywater has not received Your required current certificate(s) of insurance;
  - e. Unitywater has not received Your current backflow certificate (if required);
  - f. You are insolvent or bankrupt; or
  - g. Subject to the Corporations Act 2001 (Cth), and any Court order, You have a liquidator, administrator, receiver, or receiver and manager appointed;
  - h. You or your employees, contractors or agents provide false or misleading information to

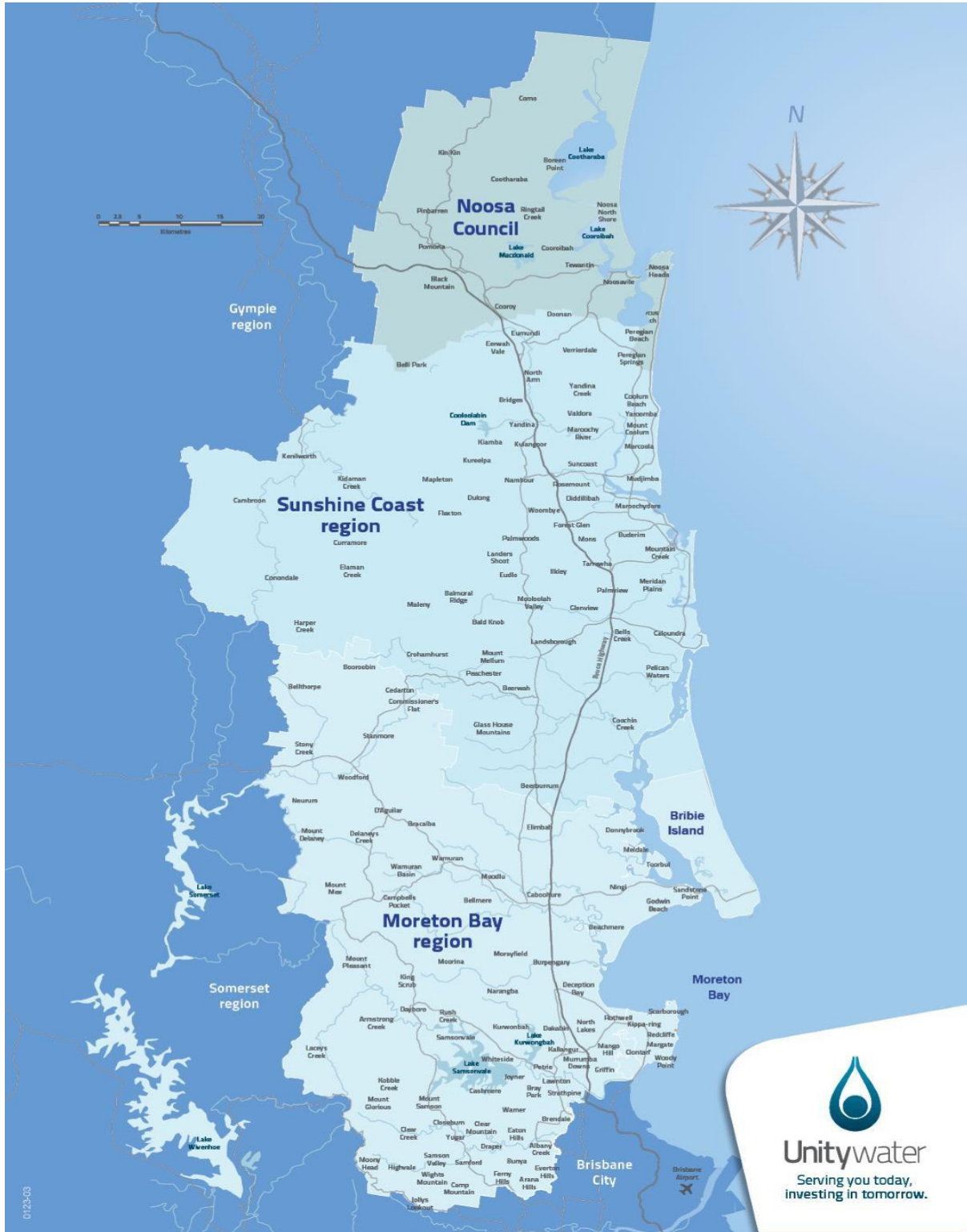
- Unitywater; or
- i. You do not comply with any of Your obligations under this Agreement.
106. On termination of this Agreement, You are to:
- a. immediately cease to receive the Services;
  - b. take all necessary steps at Your cost, and to Unitywater's reasonable satisfaction, to help Unitywater disconnect or restrict Your access to the Services;
  - c. pay all outstanding fees and charges owed to Unitywater within seven days of the date of termination; and
  - d. return all Unitywater property within seven days of the date of termination.
107. If You have not returned any Unitywater property within seven days of the termination of this Agreement, then Unitywater or its authorised representative may enter on Your premises to retrieve the Unitywater property at its sole discretion. You will incur a retrieval charge if Unitywater is required to attend Your premises to collect Unitywater property.
108. You are not entitled to any compensation on termination of this Agreement.
109. The parties' rights and remedies accrued to either party under or in respect of any breach of this Agreement are not affected by termination of this Agreement.
110. Clauses 98 to 103 of this Schedule 1: General terms and conditions survive the termination of this Agreement.

#### General terms

111. To change or extend the Term to receive Services under this Agreement, You are to apply to Unitywater in writing to Unitywater's address for notices prior to the termination of this Agreement. If Unitywater agrees to the change or extension of this Agreement, then it will notify You in writing to Your address for notices.
112. This Agreement does not restrict any power or discretion of Unitywater under law.
113. Where You are two or more persons, an obligation or a liability assumed by, or a right conferred on, the Customer binds or benefits the persons jointly and severally.
114. To the extent permitted by law, in relation to its subject matter, this Agreement embodies the entire understanding of the parties and constitutes the entire terms agreed by Unitywater and You in relation to its subject matter, and supersedes any prior written or other agreement of the parties.
115. If part of this Agreement is unenforceable or illegal, it will be severed from the rest of this Agreement and will not affect the enforceability of the remaining provisions.
116. The parties agree that nothing in this Agreement is intended to, nor will it, create a joint venture, partnership, agency, or employment relationship between the parties and a party may not make any representation which implies that such a relationship exists.
117. The parties acknowledge and agree that the parties are not associates within the meaning of Section 318 of the Income Tax Assessment Act 1936 (Cth).
118. Failure or omission by a party to require strict or timely compliance with any provision of this Agreement will not affect any right of that party to remedies it may have in respect of any breach of a provision.

119. The law of Queensland govern this Agreement. Each party submits to the non-exclusive jurisdictions of the courts of Queensland.
120. For the purpose of the Electronic Transactions (Queensland) Act 2001 (Qld) ('Act'), each party consents to: (i) information being given by electronic communications, (ii) documents being produced in electronic form, and (iii) the requirement for signatures being met using either digital signature technology, biometrics, password or hybrid models, scanned signatures or typed names in relation to all matters between the parties.

## Unitywater Service Area





## Terms Applicable to Standpipe Hire

The parties agree as follows:

### Standpipe Terms

1. These terms are in addition to the terms set out in Schedule 1 and relate specifically to the hire of Standpipe.

### Definitions

2. **Additional Standpipe Application/s** means any application made by you for additional standpipe hire using the application form in Schedule 2, Annexure 2 of this Agreement. The hire of any Standpipe by way of an Additional Standpipe Application is subject to the full terms and conditions in this Agreement for the Additional Standpipe Hire Term (as stated on the Additional Application Form).
3. **Approved Hydrant** means a hydrant point approved by Unitywater for the purpose of taking water from Unitywater's reticulated water mains with a high flow Standpipe. Hydrant locations are set out in Annexure 1 of this Schedule 2.
4. **Authorised Personnel** with respect to a Standpipe hire is required to hold a valid and current metered hydrant standpipe operator ticket, in addition to the qualifications required in Schedule 1 of this Agreement.
5. **Connection Point** means the hydrant mushroom valve depressed by the standpipe when the standpipe is connected.
6. **Originating Standpipe Application** means the initial Standpipe Application Form signed by You, including all Schedules and Annexures.
7. **Standpipe** means a portable vertical pipe used to measure potable water drawn from Unitywater's potable water reticulation system. Reference to Standpipe in this Agreement means the metered hydrant standpipe issued to You by Unitywater at the time of commencement or any replacement standpipe provided to You during the Term.

### Terms of Standpipe Hire

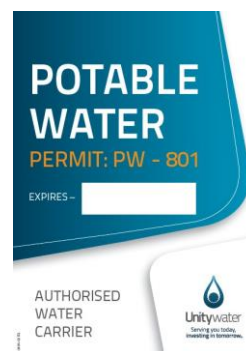
8. You wish to hire and use the Standpipe for the purpose of Your business.
9. Unitywater agrees to allow You to hire and use the Standpipe and take water according to the terms of this Agreement.
10. You agree to use the Standpipe only in accordance with this Agreement.

### Conditions of use

11. You are not to permit any person to operate the Standpipe unless that person:
  - a) is named as Authorised Personnel in the Application Form of this Agreement; and
  - b) is Your employee, agent, or contractor acting under Your control and direction; and
  - c) has satisfied Unitywater that they are competent to safely operate and use the Standpipe.
12. You are responsible for all water supplied from the use of the Standpipe regardless of who was in

control or possession of the Standpipe at the time the water was supplied.

13. You are not permitted to take potable water from Unitywater's infrastructure without a Unitywater metered hydrant Standpipe. Taking water in any other way will constitute a breach of the *Water Supply (Safety and Reliability) Act 2008* (Qld).
14. You are not to use any Unitywater property outside Unitywater's service area of the City of Moreton Bay, Sunshine Coast Council or Noosa Council areas as shown in Annexure 1 of Schedule 1. If You require further information to determine the boundaries of Unitywater's service area, then please telephone Unitywater's Customer Service Centre.
15. You are to ensure all equipment including any tank or vehicle used to draw water from Unitywater's infrastructure is in good condition.
16. You are to ensure that Your tank complies with AS/NZS 3500.1:2003 and any other backflow prevention standard specified by Unitywater.
17. If Your vehicle registration number, tank, or Your contact details have changed, then you are not to draw water from Unitywater's infrastructure until you have notified Unitywater in writing of the change.
18. Upon commencement of this Agreement, Unitywater will issue You with a permit sticker for drawing water from Unitywater's infrastructure. This sticker is shown below (**Permit Sticker**).



19. You are to display the Permit Sticker on the driver's side at the rear of Your vehicle for the Term of this Agreement.
20. You are to remove the Permit Sticker from Your vehicle upon:
  - a) request by Unitywater;
  - b) expiry of the sticker; or
  - c) termination of this Agreement.
21. Your Authorised Personnel are to only use the Standpipe in accordance with Standpipe training and instructions provided by Unitywater or available on Unitywater's website at [unitywater.com.au](http://unitywater.com.au).
22. You are not to use potable water for dust suppression, road works, subdivisional or associated activities, without the written permission of Unitywater.
23. You are to comply with all water restrictions in force at the time of using any potable water supplied to You.

24. Unitywater may restrict access to approved hydrant locations at any time with or without notice to You at Unitywater's sole discretion.
25. You are not to cause nuisance to nearby residents when drawing water from Unitywater's infrastructure including by littering, disturbing the site or failing to meet local noise restrictions.

#### Low flow

26. You may connect any 65mm low flow, 32mm low flow, or 25mm low flow Standpipe to any hydrant in Unitywater's area if it is safe to do so, and Unitywater has given its written approval for You to do so.

#### High flow and high volume

27. In the Unitywater service area, unless You are loading a new water main, You are to use a potable water fill station when filling a water tank greater than 1000 litres unless Unitywater agrees otherwise in writing.
28. Within the City of Moreton Bay area, unless You are loading a new water main, You are to only use the Approved Hydrant locations listed in Annexure 1 of this Schedule 2 when using a high flow Standpipe, unless Unitywater agrees otherwise in writing.

#### Loading or scouring a water main

29. If You are loading a water main, then You are only to use a high flow Standpipe at a location within or adjacent to the development site as specified in writing by Unitywater.
30. If You intend to load or scour a water main, then You are to provide a water use management plan to show how the water, where appropriate, can be re-used, and not allowed to run to waste to the satisfaction of Unitywater prior to loading or scouring the water main.

#### Not for water connection

31. You may not use a Standpipe for a purpose for which a water service connection application may have been submitted, unless Unitywater has given its written approval for You to do so.
32. You are not to connect a recycled water tanker, trailer or other vehicle, vessel or equipment used for recycled water to a Standpipe.

#### Water quality

33. Unitywater is responsible for the quality of the water provided from its infrastructure to the Connection Point.
34. You are solely responsible for the water on Your side of the Connection Point including its quality, safety, and fitness for its intended purpose and use.
35. You are responsible for preventing all backflow to Unitywater's infrastructure and any loss or damage incurred to Unitywater or any third party as a result of any backflow.
36. You are not to use the water drawn from Unitywater's infrastructure for any domestic use unless You have a permit to use the water in this way under the *Food Act 2006* (Qld).

#### Operation

37. You are to perform a risk assessment prior to using the Standpipe on Unitywater's infrastructure to effectively manage backflow prevention and other potential risks.
38. You are to protect the Standpipe from being lost, stolen, damaged or destroyed at all times while it is in Your possession or control.
39. You are to ensure that the body, operating mechanism, meter, backflow device (if supplied) and serial number on the Standpipe is not altered in any way.
40. You are not to leave the Standpipe unattended while it is attached to Unitywater's infrastructure.
41. You are not to allow water to spill from Your tank including during transportation.

#### Reading the meter

42. You are to complete the Unitywater Cognito Form upon request once a month and provide Unitywater with the meter reading and photograph for the period requested by Unitywater by the date and to the place specified by Unitywater in its request.  
<https://www.cognitofrms.com/UnityWater/StandpipeReadingSubmissionForm>

#### Maintenance and records

43. You are to take digital photographs of the Standpipe (including standpipe number, reading, and date) during the period and in the frequency requested by Unitywater and provide the photograph/s to Unitywater by the date and to the email address or other place stipulated in the request.
44. You are to return the Standpipe to Unitywater for maintenance or replacement each year during the term of this Agreement on a date specified by Unitywater at its sole discretion.
45. You are to safely seal the Standpipe when not in use to prevent contamination.
46. You are to store the Standpipe securely when not in use.
47. You are to return the Standpipe to Unitywater immediately if it is damaged or faulty.

#### Charges

48. If you fail to submit Your standpipe record or other prescribed format to record the standpipe meter reading to Unitywater in the timeframe reasonably required in this Schedule 2, or the meter reading fails to correctly record water consumption as determined by Unitywater, then Unitywater is to estimate Your water consumption and invoice You according to its estimate.
49. You will incur a reasonable charge to cover administrative costs if Unitywater is required to estimate Your fees according to clause 48 of this Schedule 2.
50. You agree that the full amount of the Property Security is immediately forfeited to Unitywater if You do not return the Standpipe for maintenance or replacement in accordance with this Schedule 2.

## Approved Hydrant Locations

**Approved Hydrant locations for high flow Metered Hydrant Standpipe**  
**Approved for the Caboolture, Pine Rivers and Redcliffe Districts only**

SUBURB	Suburb and Street	Hydrant Location
ALBANY CREEK	Jinker Track	1km from Old Northern Road or 2.4km from Bunya Rd (outside house 38)
ARANA HILLS	Plucks Road	Opposite 89-91 Plucks Road.
ARANA HILLS	Francis Road	Hydrant between South Pine and Collins Road. <b>Trucks are not to use driveway, to remain on the road at all times.</b>
BELLARA	Verdoni Street	84 Verdoni Street
BUNYA	Blue Hills Drive	Between Elias Collins and Bunya Roads.
BUNYA	Jinker Track	Near Intersection with Bunya Rd, 70m before entrance to James Drysdale Reserve.
CLEAR MOUNTAIN	Clear Mountain Drive	Intersection of Clear Mountain Drive and Eatons Crossing Road.
CLEAR MOUNTAIN	Eatons Crossing Road	Approx 80m west of Somers Street. Hydrant by power pole #97545. NOT at intersection.
CLONTARF	Duffield Road	100m west of Grice Street.
DAKABIN	Kerr Road (eastern side)	Kerr Road just past no. 12, approx 400m from Old Gympie Road.
DAYBORO	Laceys Creek Road	At bus turn around at the cemetery. Not to be used between the hours of 6.30am-8.45am and 3.30pm-4.30pm Monday to Friday.
EATONS HILL	Bunya Park Drive	End of Bunya Park Drive just past Minerva Court.
EVERTON HILLS	Bennetts Road	Hydrant outside Sylvia Gibbs Park.
GRIFFIN	Brays Road (eastern side of Bruce Highway)	Eastern side of Bruce Highway 150m east of overpass towards Wellington and Cairns Roads.
KALLANGUR	Old Gympie Road	In service road just past Viney Avenue.
KIPPA RING	Nathan Road	300m north of Pegasus Street or 600m south of Aerodrome.
LAWNTON	<i>Francis Road (Nuttall Park)</i>	180 metres from Youngs Crossing Road beside Sewage Pump Station 150.
SAMFORD	Mt Samson Road	Adjacent Eatons Crossing Road intersection. <b>Not to be used between 9.00pm and 6.00am any day. Engines must be shut down.</b>
SAMFORD	Mt. Glorious Road	Approximately 80 metres west of roundabout. Note: this site also serves as bus stop.
WARNER	Kremzow Road Warner	200m west of Rolland Parade.
WHITESIDE	957 Dayboro Road	Outside old water treatment plant

# Schedule 2 – Annexure 2

## Additional standpipe application

### Customer Information ('You')

Customer/Business Name: \_\_\_\_\_ Account Number \_\_\_\_\_

### Your purpose for this Standpipe Agreement

Purpose of water use \_\_\_\_\_

Site Location \_\_\_\_\_

### Your preferred Standpipe size

You may request a preferred size, however a standpipe will be hired to You based on availability and operational requirements.

**Low Flow**  32mm  65mm **High Flow**  65mm (only available for certain approved uses)

### Your vehicle and tank information

Please list all Your vehicles and tanks that will use the Standpipe.

Registration	Make and model of vehicle	Tank capacity

### Your Authorised Personnel

Authorised personnel are to be Your employee, agent, or contractor acting under Your control and direction.

Name of authorised personnel	Training card number	Training card expiry date	Mobile number

### Certification Information – Documents to be submitted with Your Standpipe Agreement

Your application will not be considered by Unitywater until the following documents are received by Unitywater:

- |   |                              |                                       |
|---|------------------------------|---------------------------------------|
| 1. Backflow Prevention inspection current certificate | Yes <input type="checkbox"/> | Not relevant <input type="checkbox"/> |
| 2. Domestic Water Cartage licence (if relevant)       | Yes <input type="checkbox"/> | Not relevant <input type="checkbox"/> |
| 3. Metered Hydrant Standpipe Training Ticket (copy)   | Yes <input type="checkbox"/> |                                       |
| 4. Water Hygiene Induction – 5C's Training Assessment | Yes <input type="checkbox"/> |                                       |

### Term of this Agreement

**Commencement Date:** 12:00am AEST on the date signed below by the Customer

**Termination Date:** 11:59pm AEST on 30 September 2024

### Declaration

- I (the person named below) certify that the information provided in this Standpipe Application Form is true and correct and I am authorised to sign on behalf of the Customer\*.
- I agree on behalf of the Customer that to the extent permitted by law, Unitywater may exchange information about the Customer's credit worthiness, standing, history or capacity with any credit reporting agencies, other credit providers, other suppliers, or Unitywater's agents and contractors.

Name: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

NB – this Additional Standpipe Application is conditional upon you having an existing Standpipe Agreement with Unitywater. The hire of any Standpipe and provision of any Standpipe Services under this Additional Standpipe Application are subject to the full Terms and Conditions of your existing Standpipe Agreement.