

WATER SUPPLY LICENCE

NORTH EAST REGION WATER AUTHORITY

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LICENCE FOR THE TEMPORARY SUPPLY OF WATER

This Licence, dated at the head of the annexed schedule, is given by **NORTH EAST REGION WATER AUTHORITY**, a Corporation constituted under the Water Act 1989 as amended, of Level 1, Hovell Street, Wodonga, Victoria, 3690 (subsequently in this licence referred to as “**NEW**” and where the context so requires, including its employees and agents), to

“**THE CONSUMER**”, whose full particulars are set out in the annexed schedule to this licence under “**item 1**” (subsequently in this licence referred to as “the Consumer”).

PURPOSE

- 1 NEW wishes to clarify the conditions under which a supply of water is made available to the Consumer at the premises located as described in the schedule to this licence under “**item 2**”.
- 2 NEW also wishes the consumer to be aware of the limited purposes for which the water is supplied and of the uncertain quality and supply of the water, to the intent that the Consumer appreciates that the water is used only at his own risk.
- 3 The Consumer understands that NEW is not liable for any damage, illness, loss or claim of any type arising from the supply of non-potable water to him or use of it by him, nor from any interruption or failure in the supply.
- 4 The Consumer understands that the water supply from the Authority's service main and works is at his own risk and subject to his own maintenance responsibility.
- 5 The Consumer understands that the water supply is subject to interruption and variable quality and that it may be necessary for the Consumer to establish storage capacity of his own to provide for occasions when the supply is interrupted or fails for any reason.

INTERPRETATION AND GENERAL PROVISIONS.

- 6 Headings, footnotes or sidenotes in this licence are included for ease of reference only and are not to be used in construing the provisions of any clause.
- 7 In this licence reference to the plural includes the singular and vice versa, reference to any gender shall include all other genders and reference to a person shall include firms and corporations.
- 8 Where a party is a natural person, reference to that party shall include that party's executors administrators successors and permitted assigns of every description and where a party is a firm or corporation, reference to it shall include its successors and assigns of every description.
- 9 Each of the terms conditions and provisions of this licence shall be construed as a separate and independent provision.
- 10 If any provision of this licence shall become invalid or unenforceable the remaining provisions shall be unaffected but shall remain fully binding to the maximum extent permitted by law.
- 11 If executed in a number of counterparts by parties to this licence all such counterparts shall be taken together to represent and constitute one and the same document.
- 12 Any obligation on the part of two or more persons shall bind each of them, and each of their successors and assigns of every description, jointly and severally.
- 13 No delay or failure by either party to exercise any rights or remedies arising for the benefit of that party under this licence shall be taken as constituting a waiver of such rights or remedies, nor shall the exercise of any right or remedy upon any single occasion preclude the further exercise of the same, or any other right or remedy.

- 14 Any notices required to be given under this Licence must be in writing, and may be served on a party by being left at or posted to that party's principal place of business, or handed personally to a party. Any notice must be signed by the party giving it, or on behalf of that party by any properly authorised person, or by the party's solicitors.

REVOCABLE LICENCE

- 15 This licence is granted to the Consumer by NEW until the 30th June next following the date of this licence according to the Schedule. It may be renewed annually provided that the Consumer is not in breach of any of his obligations pursuant to the licence, but is also revocable upon either party giving the other 3 calendar months written notice of intention to terminate the licence. If so terminated, the Consumer must have his works disconnected from NEW's works by a licensed plumber, at the Consumer's cost.
- 16 Notwithstanding the provisions of clause 15, NEW must not revoke the licence unless;
- (a) the Consumer is in default of his obligations under this licence and remains in default despite NEW advising him the nature of his default and giving him a reasonable opportunity to rectify his default and comply with his obligations , or
 - (b) a change in circumstances has occurred by which it is no longer reasonable for NEW to continue the supply of water pursuant to the provisions of this licence and NEW notifies the Consumer of its reasons for revoking the licence.

DEFINITIONS

- 17 In this licence, the words highlighted in the left column have the expanded meaning shown in the adjacent right column.

“Non-potable water” and
“raw water”

Both refer to water which is;
unfiltered and untreated; or
sometimes filtered, but without any other treatment; and
drawn from a water source and reticulated to the Consumer's premises, without any treatment by NEW intended to render it fit for human consumption

“premises”

means the land, improvements and works occupied by the consumer and to which water is supplied by NEW

“works”

In relation to NEW means water sources, channels, pipes, reservoirs and all other methods usually used by NEW in conveying water, and in relation to the Consumer means pipes, taps, tanks, plumbing fittings of all types, and all other equipment used by the Consumer for any purpose to contain or convey water from NEW's works to the Consumer's property.

DISCLAIMER

- 18 NEW warns the consumer, when non-potable water is supplied to a Consumer that the water has not been treated to comply with any standard applicable to water approved for human consumption.
- 19 NEW recommends that non-potable water should not be used for human or animal consumption, but be used only for laundry, garden and other uses in which it is not likely to be ingested by humans or animals.

- 20 NEW does not undertake to maintain a constant nor regular supply and warns that interruptions in supply will occur. NEW recommends that the Consumer installs and maintains storage capacity for its own use sufficient to provide an alternate supply for the Consumer on occasions when supply by NEW cannot be maintained.

NEW's OBLIGATIONS

- 21 At the request of the consumer and in consideration of payments to be made by the Consumer to it pursuant to this licence, NEW shall;
- (a) permit the consumer to draw water from its works in accordance with this licence,
 - (b) supply a meter (which remains NEW's property) to record all water drawn from its works by the Consumer's works,
 - (c) inspect metering equipment and invoice the consumer for the cost of water shown to have been supplied through the meter,
 - (d) in circumstances in which it appears to NEW that any metering equipment may have malfunctioned, make a reasonable estimate of the cost of water which it believes to have been supplied to the Consumer and invoice the Consumer accordingly,
 - (e) refrain from disconnecting the supply of water requested by the Consumer without giving reasonable notice to the consumer of its intention to do so (save in circumstances of emergency, in which case it shall reconnect supply to the consumer as soon as reasonably practicable to do so),
 - (f) endeavour to ensure an uninterrupted supply of water to the Consumer, without accepting any obligation to maintain continuity of that supply,
 - (g) if and when so requested, advise the Consumer of developments and extensions in its own works which might have the effect of extending the availability of a reticulated potable water supply to the consumer.

THE CONSUMER'S OBLIGATIONS

- 22 The consumer must;
- (a) refrain from making any connection to NEW's works unless the consumer's own works have been first approved by NEW,
 - (b) solely maintain the Consumer's supply works from the point at which they connect to NEW's works, at the Consumer's sole cost and risk,
 - (c) constantly maintain and monitor his works to ensure that water is not allowed to run to waste,
 - (d) ensure that the water meter provided by NEW is fitted on the Consumer's works as close as practicable to the point at which they connect to NEW's works,
 - (e) where private works serve more than one Consumer, cooperate with any such other Consumers to maintain the viability of the Consumers' jointly operated works, and in such case ensure that the water meter provided by NEW is fitted on the Consumer's works as close as practicable to the point at which they connect to jointly operated works,
 - (f) install and use only equipment approved by NEW, including a Backflow Prevention Device meeting NEW's requirements from time to time,
 - (g) sign any Backflow Prevention Device agreements required by NEW,
 - (h) remove any non-complying equipment upon request by NEW as soon as reasonably possible,

- (i) allow NEW unrestricted access at all times to the Consumer's works for inspection purposes, (but without creating any obligation upon NEW to repair or advise the Consumer of any defect in his works),
- (j) pay all invoiced costs for water supplied by NEW within 28 days of the date of invoice,
- (k) pay interest upon amounts unpaid pursuant to this licence at the rate fixed in accordance with the Water Act and subordinate legislation,
- (l) comply at all times with the Water Act and subordinate legislation,
- (m) comply at all times with notices issued to the consumer by NEW pursuant to the Water Act and subordinate legislation,
- (n) notify NEW of the Consumer's intention to vacate the premises, and inform new occupiers of the conditions under which water is made available and the requirement to enter into a licence with NEW,
- (o) notify NEW of the Consumer's intention to cease using the water available pursuant to this licence,
- (p) to arrange at his cost for a licensed plumber to disconnect the Consumer's works from NEW's works and connect a new service at a location approved by NEW, should NEW extend its water mains to fully service the property supplied under this licence,
- (q) to contribute towards the cost of its works where NEW extends its water mains to service the property supplied under this licence.

THE COST OF WATER SUPPLIED TO THE CONSUMER

- 23 NEW must charge the Consumer and the Consumer must pay to NEW invoiced charges;
- (a) for all **potable** water consumed by the Consumer at the rate fixed under the Water Act and subordinate legislation from time to time for the supply of potable water by measured volume, plus any supply charge, connection fee or tariff for making a supply available, but
 - (b) where the supply is **non-potable** water consumed by the Consumer (and is identified as such in **item 3** in the schedule) at 80% of the rate fixed under the Water Act and subordinate legislation from time to time for the supply of potable water by measured volume.

NEW MAY DISCONNECT SERVICE IN THE EVENT OF CONSUMER DEFAULT

- 24 If the Consumer's works are in such a state of disrepair as to allow water to run to waste, or if the Consumer fails to comply with any of his obligations pursuant to this Licence, NEW may discontinue the supply until the Consumer has repaired his works, or complied with his obligations to the satisfaction of NEW.
- 25 If the works serve more than one Consumer, NEW may at its discretion repair the works and each Consumer being supplied by those works must pay a fair proportion of the costs incurred by NEW.
- 26 Where NEW has disconnected the Consumer's works pursuant to any discretion exercised by it, it may suspend reconnection until the Consumer has paid any expenses incurred by NEW.

WAIVER AND INDEMNITY BY THE CONSUMER

- 27 In consideration of the obligations undertaken by NEW pursuant to this licence, the consumer;
- (a) waives any claim against NEW arising from illness, injury, damage or loss of any kind allegedly due to the supply by NEW of non-potable water to the consumer, and
 - (b) agrees to indemnify NEW against any claim made against NEW by any other person for illness, injury, damage or loss of any kind arising from the supply by NEW of non-potable water to the consumer.

RESTRICTION UPON ASSIGNMENT OF BENEFITS BY THE CONSUMER

- 28 The provisions of this licence are personal to the consumer and not assignable to any other person.

DISPUTE RESOLUTION

- 29 The parties mutually covenant that they will negotiate in the utmost good faith in seeking to resolve any disputes that may arise under this Licence.
- 30 If this negotiation process fails to resolve a dispute, then the parties agree that they will, prior to embarking on any formal arbitration or litigation process, consult with a view to dealing with the dispute through an alternative dispute resolution procedure.

SCHEDULE

The Date of this licence is:

Item 1	Name of Consumer	
	Address of Consumer	
	Preferred Postal Address	
	Telephone Numbers	
Item 2	Address and Locality at which water is supplied	
Item 3 (Clause 23(b))	Non-potable supply applies	<div style="display: flex; justify-content: space-around;"> YES NO </div> (Strike out and initial whichever does NOT apply)

Signed on behalf of North East Region Water Authority
by its duly authorised Officer, in the presence of:

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Signed by the Consumer
(each) in the presence of:

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